



CITY COUNCIL WORK SESSION
405 E. COLBY ST., WHITEHALL, MI
GARDEN ROOM
AUGUST 9, 2022
5:00 p.m.

AGENDA

1. Meeting Called to Order
2. Discussion Items
 - Broadband Study – Presentation by GMED
 - Food Vendors – Salter
 - Deer Culling – Connell
 - Lake Street Snowmobiles – Salter
 - Skate Park – Salter
 - Park Improvements – Holmstrom
 - Downtown Retail – Holmstrom
 - Dog Park – Holmstrom
 - Benston Road Property - Holmstrom
3. Informational Items
4. Public Comment *
5. Meeting Adjourned

City of Whitehall, 405 E. Colby Street, Whitehall, MI 49461; 231-894-4048

*** PUBLIC COMMENT:** Citizens wishing to speak on any subject matter or with regard to items on the agenda should use this opportunity. As a courtesy to the council, state your name, and direct your comments to the board. Please limit comments to three minutes. If you have questions or issues that need to be addressed, contact City Hall during regular business hours.

**Whitehall City Council
Work Session Information Report
August 2022**

Broadband Study (Presentation by GMED)

Greater Muskegon Economic Development has been working with Muskegon County, WMSRDC, the Community Foundation, the Muskegon Lakeshore Chamber, Fruitland Township, and other municipalities and stakeholders on a county-wide broadband study to assess our needs. Once the study is completed, we will be able to work with providers to expand and upgrade services throughout the county. The cost of the study is \$132,000. GMED is asking the City for \$10,000. Other municipalities such as Fruitland, the City of Muskegon, Muskegon County, and businesses are also in the process of contributing. The Study is essential to be considered for Federal and State funding to implement high-speed broadband service.

Food Vendors (Salter)

The City regulates food vendors as Non-charitable Solicitations. The ordinance requires a license and background check of the employees. Vendors, by established rules, are required to manage their own trash. Due to a recent complaint from a local restaurant, food vendors are now prohibited from having the service side of their unit facing a public street. We also reserve the right to relocate, remove, or revoke the license of any food vendor in the best interest of the health, safety, and welfare of the community. The more likely underlying issue with this recent complainant is competition from food vendors.

Deer Culling (Connell)

The Department of Natural Resources recommends that a deer population study be conducted prior to implementing any culling programs. They mentioned that Grand Valley State University has done a number of these studies, free of charge (?).

Lake Street Snowmobiles (Salter)

Snowmobiles are currently prohibited on Lake Street by ordinance. Staff would have no issues with snowmobiles on Lake Street.

Skate Park (Salter)

Would Council support a skate park at Norman Park if it is funded by community resources?

Park Improvements

Councilmember Holmstrom has requested the placement of a swing set in Gee Park. We have budgeted \$25,000 for park improvements as a local match for State grant funding. The grants are due in April of each year. Our Parks and Recreation Master Plan is due for an update in order to apply for State funding. Staff would recommend that Council table improvements until the Plan is updated.

Downtown Retail (Holmstrom)

Dog Park (Holmstrom)

Benston Road Property (Holmstrom)

Scott K. Huebler

From: Morgan Carroll <mc Carroll@muskegon.org>
Sent: Wednesday, July 27, 2022 10:22 AM
To: Scott K. Huebler
Subject: County-wide Broadband Study
Attachments: Muskegon County Rural BB Study 220510.pdf

Good Morning Scott,

The lack of broadband service in Muskegon County has impacted our residents' abilities to operate in today's technology-driven landscape. Not only does it hinder our ability to receive internet services for day-to-day activities, but connecting to what has become essential services such as telehealth and online schooling, are next to impossible to achieve due to inadequate broadband coverage.

Greater Muskegon Economic Development has been working with Muskegon County, WMSRDC, the Community Foundation, the Muskegon Lakeshore Chamber, Fruitland Township, and other municipalities and stakeholders for months on a county-wide broadband study to assess our needs. This needs assessment will assist in attracting new employees to our region, assisting with our workforce shortage. Surrounding counties, have already been in their planning process for broadband, which is leaving Muskegon County behind.

This county-wide assessment, performed by DCS Technologies, will help us to determine parcel by parcel where the needs are, what type of service is available, and how far away service is. Once the study is completed, we will be able to work with our service providers to provide an ROI to expand and upgrade their services throughout the county. The cost of the study is \$132,000. The end result will be a GIS map that we will be able to see the parcel by parcel service, which is something that is not available to us through providers or any other route. We are asking the City of Whitehall for \$10,000 to assist in the cost of the study. Other municipalities such as Fruitland Township, the City of Muskegon, Muskegon County, and businesses are also in the process of contributing in the fundraising efforts towards raising the \$132,000.

The Broadband Study is an essential component to our ability to be considered for receiving Federal/State funding to implement high-speed broadband service to our area. The State requires the parcel by parcel data in order to issue funding to providers to run fiber and provide service to underserved areas and residents. This is the first step for our community to be a technology-driven area that attracts high paying jobs, talent that is working at a business or from home, and the ability to stay current with essential services for health, schooling, and other advancements that require a strong internet connection from home.

We hope that you'll find the value in assisting with funding, either through your ARPA funds, or elsewhere to provide a needs assessment study for Broadband in Muskegon County.

Thank you,
Morgan



Morgan Carroll
Director of Business Development
p. 231-286-9497 e. mc Carroll@muskegon.org





Greater Muskegon Economic Development

Rural Broadband Inventory Survey
Proposal
May 10th, 2022

DCS Technology Design, LLC

May 10th, 2022

Morgan Carroll
Director of Business Development
Greater Muskegon Economic Development
990 Terrace Street
Muskegon, MI 49442

RE: Rural Broadband Inventory Survey and Service Study

Dear Ms Carroll

The need for dependable and high-capacity internet is no longer a luxury. It has become an essential utility for homes and businesses to function today. Especially now, where education, healthcare and workplace practices are being driven by social restrictions and economic demands, the ability to connect to the world virtually, has become a vital part of our society. Unfortunately, this ubiquitous access to these types of services is still terribly inadequate in so much of our country's rural areas.

To help wade through the multiple options and myriad resources being offered by federal and state grant and other funding programs, as well as sort through the different service providers, DCS Technology Design is delighted to offer the attached proposal to assist Muskegon County with developing a long-term plan for achieving broadband coverage across their entire county. Our mission is to get 100% Broadband access to all homes and businesses, regardless of demographics. Although affordability is vital to widespread adoption of Internet as a utility, if there is no accessibility to Broadband, affordability is irrelevant.

We help municipalities develop clear-cut technical programs that are innovative, yet practical, to bring reliable high-speed Broadband to 100% of its homes and communities. A program based on existing and available technologies and resources today, but sustainable well into the future. Our team would like to work with the county and its various leadership groups to develop an accurate, comprehensive program, to be used as a tool by community leaders to work with various providers of these services and develop solutions that ultimately reach the entire county. A comprehensive program also provides your county the ability to control your costs more effectively and create a stronger working relationship with providers.

My team and I look forward to working with you and your team to develop this program, and move Muskegon County forward in this rapidly changing world we live in.

Sincerely,



Chris Scharrer, RCDD/NTS/OSP – CTS-D
Founder and CEO
DCS Technology Design, LLC

Executive Summary

The objective of this proposal is to provide Muskegon County a report-based framework that can be used to help decision makers sort through and understand better, the various technologies needed to deploy High Speed Internet to 100% of its communities, their residents, and businesses. This will provide an accurate snapshot of what technologies are available, what is being planned across the county, down to the parcel level, and what is needed to fill in the remaining gaps. The framework will include technical descriptions, charts, and most important, GIS based maps of the entire county showing what the options are to businesses and homeowners in very exacting terms. The maps will provide a level of detail and granularity that is not typically available elsewhere. The report will be very technical in nature but compiled in an easy-to-understand format so that all readers can find value in it.

The GIS maps and database will be assembled in layers, with the foundation layer being parcel maps of every individual property in Muskegon County. Through a physical survey of every road mile, available and planned technologies will be identified and plotted, along with information indicating what level of performance each technology should deliver to residents. The biggest advantage to physically driving and visually surveying the entire county, areas and parcels will accurately be reported based on what access is physically available at each address, and not information from generalized reports and surveys based on Census Blocks and Consumer surveys, which are shown to be typically only 30% to 50% accurate. This physical "gap analysis" assures all data is accurate, providing better project planning and cost control. And it has become essential to be able to report exactly where the need is and be able to forecast costs accurately when requesting funding from State and Federal programs.

After the GIS maps and Database are complete, adding layers for system construction estimating, comprehensive field testing and validation, master planning for future upgrade strategies, etc. can be more efficiently managed by leveraging the power and flexibility of the GIS platform.

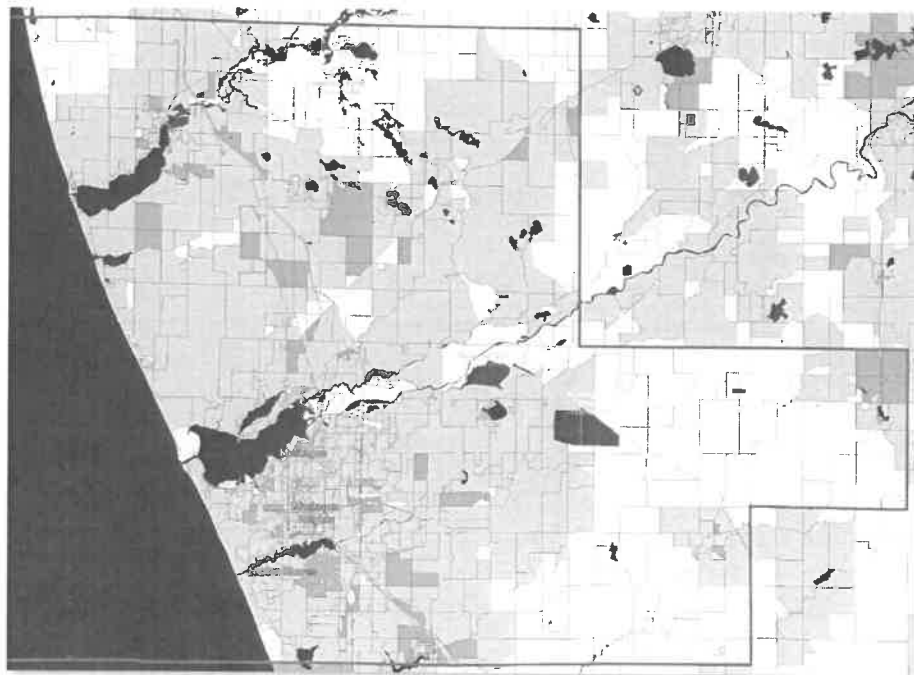
A final report will be developed and provided in a soft PDF format allowing easy distribution. Additionally, the raw data will be provided as a GIS database and shape files, which can be incorporated into County GIS systems to be used for a variety of municipal planning, ISP contracting and coordinating, and public information purposes.

Muskegon County Geographical Stats

- Townships 16
- Cities 7
- Villages 4
- Parcels 83,000+
- Road Miles 1,511
- Area 499 sq mi (land)

Overview

DCS Technology Design was founded in 2008 with the goal to offer a level of multi-disciplined engineering and technical expertise across diverse fields of technology that is unsurpassed in the industry. We are driven to achieve a level of accuracy and excellence that sets standards that others follow. It is a well-established principle that accurate and

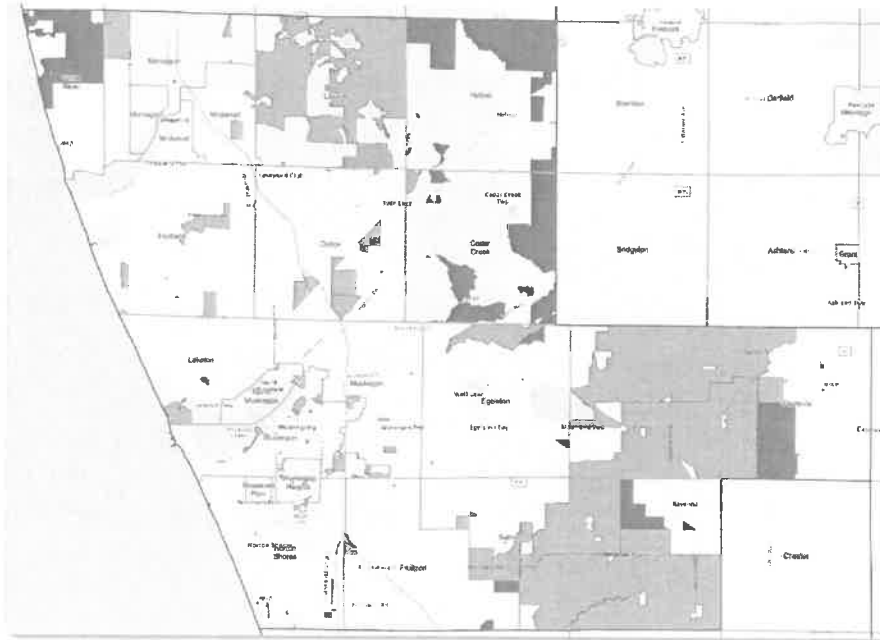


Current Cable and Fiber Service Areas based on FCC Form 477

comprehensive planning for any project has a direct and positive impact on the ability to reduce and control costs in the execution and building of a project. In every rural Michigan county, there are hundreds of miles of rural fiber optic systems needed to reach all the unserved homes and businesses across each county. With the cost of fiber optic construction ranging from \$35,000 to \$70,000 or more per mile, to take an unplanned and unmanaged approach to fill in the rural gaps can lead to millions of dollars in unnecessary overbuilding and excessive estimating from Internet Service Providers (ISPs).

The above image shows the latest FCC Form 477 reporting, which is a self-reporting tool that all ISPs are required to update twice a year, showing the areas and service levels they provide. The problem with this tool is that it reports by Census Block, rather than Parcel. If a single parcel, or address in a Census Block is serviced by an ISP, the entire block is considered "served." There is no set size for a census block, and each can contain a few to many dozens or even hundreds of parcels. Based on similar past studies, this method of reporting can be more than 50% overstated for service coverage areas.

This map shows all reported Cable and Fiber systems with a minimum speed threshold of 100 Mb/s download and 10 Mb/s upload. The green areas indicate a single provider (cable or fiber), and the blue areas indicate two (2) providers in those areas. The yellow areas on the map are considered unserved (below 100/10), although knowing the potential inaccuracies of this mapping system, the entire county must be surveyed and validated.



Current RDOF planned areas (Blue-Charter/Spectrum, Purple-Mercury Wireless, Gray-Point Broadband)

This map shows the 16 Townships with areas that have been awarded to ISPs through the Rural Digital Opportunity Fund (RDOF) (Blue-Charter/Spectrum, Purple-Mercury Wireless, Gray-Point Broadband). Comparing this with the previous map, RDOF appears to cover most of the identified “unserved” areas based on Form 477 reporting, although the RDOF areas, along with the

reported served areas must still be validated to determine actual requirements. The goal of this study will be to identify the validity of the RDOF designated areas, the actual coverage of Form 477 served areas, and determine how much gap filling would be required to achieve 100% residential and business Broadband coverage across the county.

To get us to that point, the scope of this project is to physically drive 1500+ road miles (plus indeterminable private road miles) and visually survey about 83,000 parcels across the 500 square miles of Muskegon County. The first task is to identify all existing technologies currently serving the county and identify all areas and homes that are “unserved” based on current federal and state guidelines. Today, any business or household that cannot access at least 100 Mb/s down and 20 Mb/s up is considered “unserved”. We will then compile that data into a GIS database so that we can evaluate the entire county based on certain areas, or by township, whichever makes sense after completing the field work.

Program Scope

The basis of this scope is **accessibility**. Affordability is an important concern for the widespread adoption of Broadband, but if residences or businesses have no access to reliable and high-speed broadband service due to their location, then affordability is not even relevant yet. The purpose of this proposal is to provide an audit and inventory of what is available, and what needs to be provided to fill the gaps and make Broadband service a ubiquitous utility for all residents of the county. Upon completion of this scope, the county will have the framework needed to develop RFP's or engage in direct negotiations with potential ISPs to provide the additional infrastructure to reach 100% of the county's population, as well as identify the costs and needed funding requirements to assist the ISPs with construction. The county may choose to share this data directly with potential ISPs who wish to pursue funding through alternative ISP targeted funding vehicles.

This project requires field survey crews of typically two people, with at least one of those persons with the experience and qualifications to be able to identify and document the technologies that meet the goals of this project. The current minimum data threshold speeds of 100 Mbps upload and 100 Mbps download (100/100), as required by current ARPA and other funding programs, can only be reliably achieved today with two technologies. 1) Hybrid Fiber Coax (HFC) or small Coax only systems that can support DOCSIS 3.1 or 4.0 standards, and 2) passive (and active) Fiber Optic topologies like those used in GPON, EPON or other Fiber to the Home technologies. Although most HFC DOCSIS installations are configured with non-symmetrical forward and return data rates, the DOCSIS standards support data rates, upload, and download, up to and beyond 2 Gbps. For identifying infrastructure that can support 100/100 symmetrical, most coax and HFC systems can support that requirement. However, Fiber is preferred in any new installation since it can far exceed any current requirements for Broadband service bandwidth and data rates. With future capacity requirements unpredictable, Single Mode Fiber to the home offers much better long-term ROI, a 50+ year infrastructure lifecycle, and little concern that it won't have the capacity to continue to support any new Broadband technologies that are connected to it well into the future.

DCS will coordinate with local internet service providers, the Muskegon GIS department, and other related stakeholders, to acquire all available data for reference, as well as base data for the maps themselves. A GIS based collection system will be set up by DCS for the field mapping and report development, and transfers of data will be coordinated with Muskegon County at agreed upon intervals.

Kickoff and coordination meetings will be conducted to further define the scope of deliverables and common conventions for presenting the data in a consistent manner.

It is expected that 2 or 3 crews would be required to survey the ~1500 road miles to map all existing service providers, and to verify all unserved areas, collecting detailed data using GPS and GIS tools. The field survey could require as much as 8 to 10 weeks, with the report delivered within 4 weeks after field work is completed. It is critical that we get cooperation from each of the ISPs to assist with locating areas, and system performance thresholds.

The final report will be provided to Muskegon County in the form of a PDF file, with all supporting GIS data provided in ArcGIS shape files and GDB folders. Details of included data will be finalized during project kickoff meetings.

Project Schedule

Upon project approval by Muskegon County, DCS will schedule a project Kickoff with County and Stakeholders within 30 days, at which time a project schedule will be established. The following timeline will apply and adjusted as needed.

- 4 Weeks – Compile available GIS and Service Provider Data, set up Field Maps
- Target field survey start date TBD
- 10-12 Weeks Field Survey – 2 to 3 crews
- 4 Weeks report development – Deliver Report TBD

Proposed Fees

Muskegon County	Duration	
Project Kickoff/Data Collection, Project Setup	4 Weeks	\$18,000.00
Field Survey	12 Weeks	
Muskegon County Townships, Cities and Villages (Village data will be included in their respective township, Cities may be reported separately depending on size)	Included	\$92,436.00
Report Development	4 Weeks	\$21,600.00
Proposed Fixed Fee		\$132,036.00

Schedule	Amount	Frequency	Cost
Mobilization Fee/Project Setup	\$18,000.00	Upon Signing	\$18,000.00
Field Survey	\$30,812.00 X 3	Monthly	\$92,436.00
Report Development	\$21,600.00	Upon Delivery	\$21,600.00
Proposed Fixed Fee			\$132,036.00

Clarifications & Assumptions

1. The information provided in this proposal is confidential and for the use of Muskegon County only and shall not be used for soliciting competitive proposals.
2. A pre-launch meeting will be scheduled to review project scope requirements. Adjustments may be required prior to field work starting
3. County will provide all necessary residential notices or public relations requirements during field survey activities. All public interface expenses (website, mailings, contact phone numbers, etc.,) shall be the responsibility of Muskegon County.

4. Muskegon County will provide access to county wide GIS data files (.gdb, .shp, .csv, .txt. etc.) including as a minimum, municipal boundaries, waterways, building footprints, road right of ways, parcel and property lines, associated labels, etc..
5. Proposal includes all vehicle, housing and other associated expense for field verification work.
6. All drawings and reports will be developed in ArcGIS and Microsoft Word (respectively) using the English Language only. Reports will be provided in PDF format only, no paper or hard copies will be produced as a deliverable, and GIS data upon conclusion of the project will be provided to Muskegon County. DCS will retain intellectual and use rights to information provided in the data and reports.
7. Proposal includes all software licensing as outlined in the proposal (ArcGIS, Project, OneDrive, etc.) Additional software requirements (if requested by the County) shall be provided at County expense.
8. Drawing units shall be imperial.
9. DCS is not responsible to verify or for any errors or omissions in the information furnished by others.

Reimbursable Expenses

Expenses for the work as described is included in the total project fee. Any additional expenses or travel requested will be invoiced at cost, plus standard DCS professional services rates.

Terms

1. A mobilization fee for the project as outlined, will be invoiced upon acceptance of this proposal.
2. Field work invoices will be invoiced upon commencement of field work, and monthly thereafter
3. Final report will be invoiced upon submittal of final report, and payable net 15 upon acceptance by Muskegon County
4. Sales or use tax is not included, and if required for these services, will be added to each invoice, as necessary.
5. All invoicing will be net 15 days. EFT transactions are preferred and can be arranged upon request

Proposal Acceptance

Acceptance of this proposal may be through a Purchase Order, professional services agreement, or other legally binding notice to proceed from a Muskegon County official authorized to issue such documents.



CITY COUNCIL MEETING
405 E. COLBY STREET, WHITEHALL, MI
CITY COUNCIL CHAMBERS
AUGUST 9, 2022
6:00 p.m.

AGENDA

1. Meeting called to Order
 - Pledge of Allegiance
2. Approval of Agenda
3. Special Presentation: Energy Audit, Terry Stoklosa & Kevin Wolfe, ABM
4. Consent Agenda
 - Approval of the July 26 Council Meeting Minutes
 - Approval of Accounts Payable
 - Communications: BLT Minutes, Cedar Creek Notice, ZBA Minutes
5. Messages from the Mayor, Council, and City Manager
6. Public Comment *
7. Old Business
8. New Business
 - Resolution 22-41 Right of Way Easements
 - Resolution 22-42 Lot Split Request
9. Public Comment *
10. Closed Session to Discuss Acquisition of Real Property
11. Adjournment

City of Whitehall, 405 E. Colby Street, Whitehall, MI 49461; 231-894-4048

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Scott K. Huebler

From: Terrence Stoklosa <Terrence.Stoklosa@abm.com>
Sent: Wednesday, June 29, 2022 9:24 AM
To: Scott K. Huebler; Brian G. Armstrong; Beth A. Beaman
Subject: Preliminary report
Attachments: City of Whitehall MI - Preliminary Report 6-27-22.pdf

Good Morning Whitehall,

Thank you all again very much for your time and all of your collaboration thus far. Kevin & I have enjoyed working with you and truly hope that we can continue the partnership! Based on the initial findings and the potential to explore some things further, we're confident that we could develop a solution that would address a lot of your facility needs, while identifying some savings to help fund the projects overall.

Scott, please let me know how you'd like to proceed. I hope we were able to articulate that we are more than flexible with respect to any strategy and/or next steps that would best suit the needs of Whitehall.

Take care and have a great 4th of July holiday!

Terry Stoklosa

Sr. Account Executive

Bundled Energy Solutions

ABM | Building & Energy Solutions

Mobile: 616.210.8086

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City of Whitehall, Michigan Preliminary Report Findings

Terry Stoklosa, Sr Account Executive, BES

Kevin Wolfe, Sr Project Developer, BES

Monday, June 27, 2022

Your ABM Team

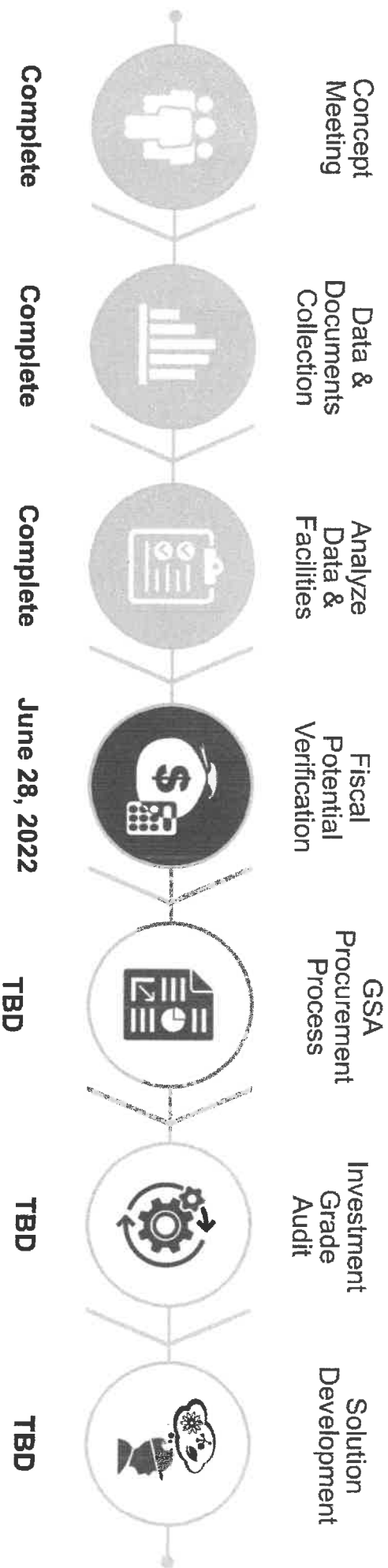


- 25+ years in K12 Education as trusted advisor
- 25+ years in Energy Efficiency and Facility Renewal sector
- 6 years as independent business owner
- Based out of Southwest Michigan



- Certified Energy Manager (CEM) with 10 years in the Energy Efficiency Sector
- Licensed PE
- Certified Measurement & Verification Professional (CMVP)

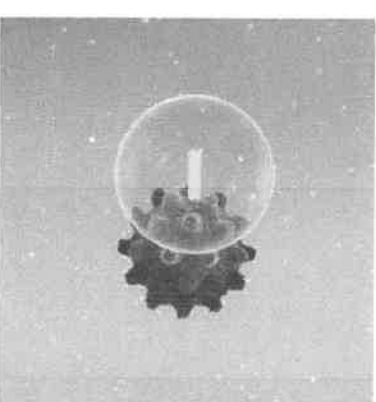
SOLUTION TIMELINE



Preliminary Survey Findings

General Observations

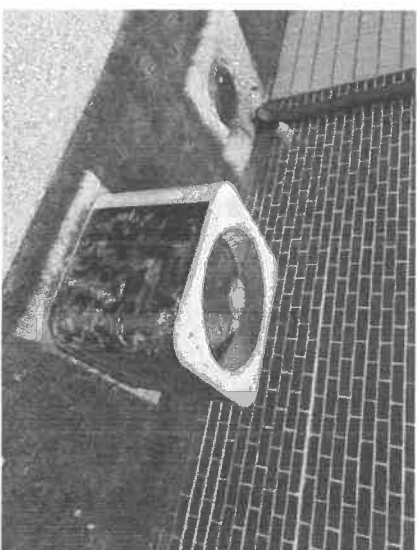
- HVAC (Replace / Repair / Maintain)
- Indoor Air Quality Improvements (NPBI)
- Building Envelope Modifications
- Water Meters / AMI
- Lift Station Infrastructure
- Electric Vehicle Charging Stations
- Network Optimization
- Parking Lot Upgrades
- Renewable Energy Technologies



Preliminary Survey Findings

City Hall / Police

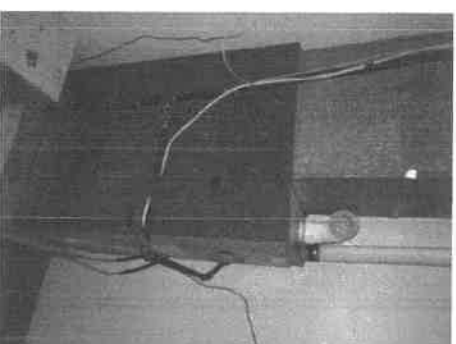
- HVAC Upgrades
 - DX Split Systems
 - Unit Heaters
- Indoor Air Quality Improvements (NPBI)
- Building Envelope Modifications
 - Windows
 - Infiltration / Weatherization
- Parking Lot Upgrades
- Network Optimization



Preliminary Survey Findings

Department of Public Works

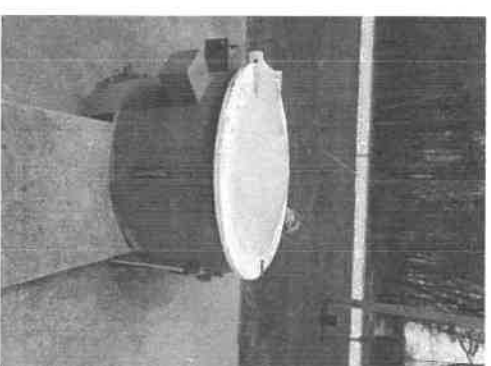
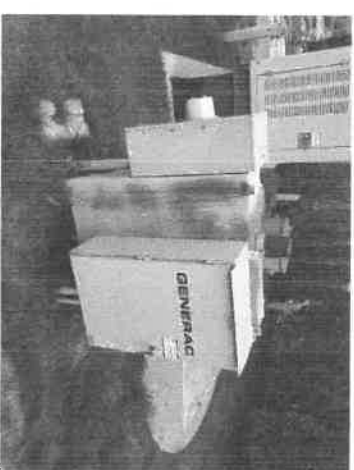
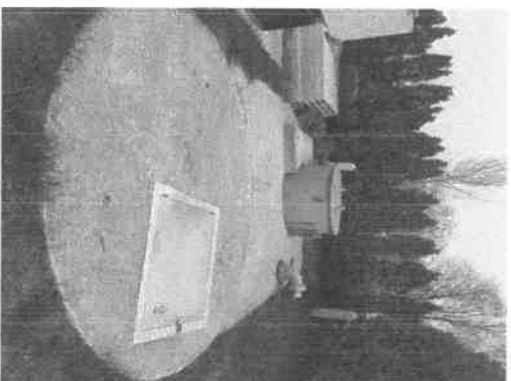
- Compressed Air Upgrades
- Indoor Air Quality Improvements
- Building Envelope Modifications
 - Infiltration / Weatherization
 - Garage Rollup Doors
- Parking Lot Upgrades
- Network Optimization



Preliminary Survey Findings

Lift Station #2 and #4

- Infrastructure Upgrades
- Relocation of Lift Station #2
- Utilize available grant funding
- Bundle into energy efficiency project*
- Include planned project for Lift Station #4 Upgrades



Preliminary Survey Findings

Water Meters

- Replace obsolete water meters
- Install advanced metering infrastructure (AMI) system
- Improve water meter accuracy

Benefits related to Water Meter replacement project

- Comprehensive approach – standardization of technology going forward
- Advanced technology provides for hourly readings – accuracy will help with any billing discrepancies / inquiries
- Increased accuracy would provide for additional revenue to Whitehall

Preliminary Survey Findings - continued

Water Meters

At the present replacement rate, the project would require over 30 years to fully implement. In addition, a piece meal approach would:

- Cost more, due to year over year material and labor increases
- Require a significantly increased amount of time and require “on-going” City labor
- Result in inconsistency in meter brands installed due to equipment availability
- Result in project perpetuity – Whitehall would be in a continuous “replacement mode”

eMobility: Partnering for Success

PROVIDING "TURN KEY"
EV CHARGING INFRASTRUCTURE
INSTALLATION & MAINTENANCE SERVICES
ACROSS ALL ELECTRIC VEHICLE MARKETS

eMobility in the new world



Fundamentals of eMobility



Electric
vehicles



Electrical
infrastructure



Charging
equipment



Network
connectivity



Software
services

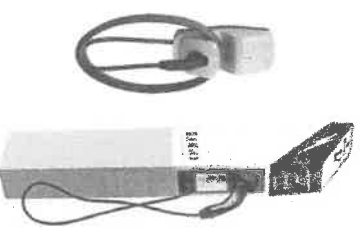
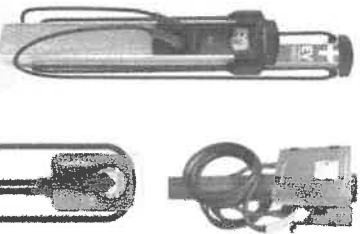


Design,
Installation and
Commissioning



Maintenance
services

We design, supply, install, and maintain all types of EV Chargers

<p>LEVEL 1 Full charge from empty in ≈ 10 – 80 hours</p>		<p>LEVEL 2 Full charge from empty in ≈ 3 – 12 hours</p>		<p>LEVEL 3 “DC Fast Charge” 80% charge from empty in ≈ 15 – 90 minutes CCS-1, CCS-2, CHADEMO, Tesla, BYD</p>	
<p>Level 1 AC: 120V @ 12A-16A 15A-20A Dedicated Circuit/Outlet</p>	<p>Level 2 AC: 208/240V @ 32A 7.2kW 40A Dedicated Circuit up to 19.2kW 80A Dedicated Circuit per port</p>	<p>Low Power DC: 240V, 208V, 277V, 480V 24kW-65kW 40A-125A Dedicated Circuit</p>	<p>Mid-Power DC: 480V 3-phase 70-100kW 150-300A feeder</p>	<p>High Power DC: 480V-13.2kV 3-phase 150kW-500kW 200A to 800A Feeders & Cooling</p>	

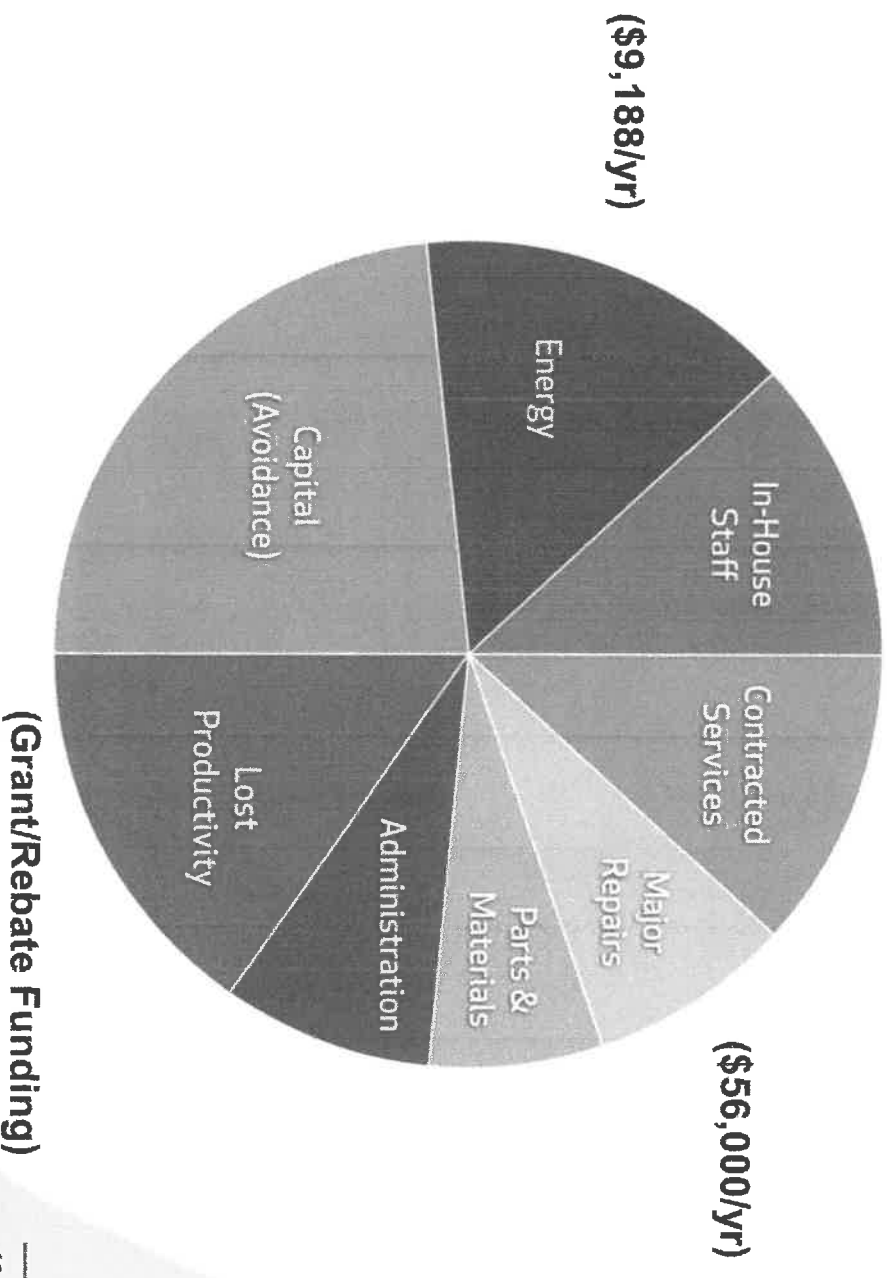
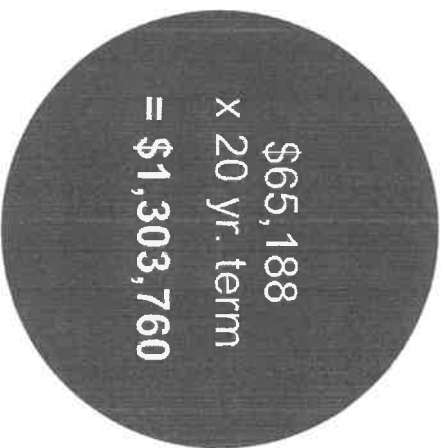


Establishing the City of Whitehall Project Budget



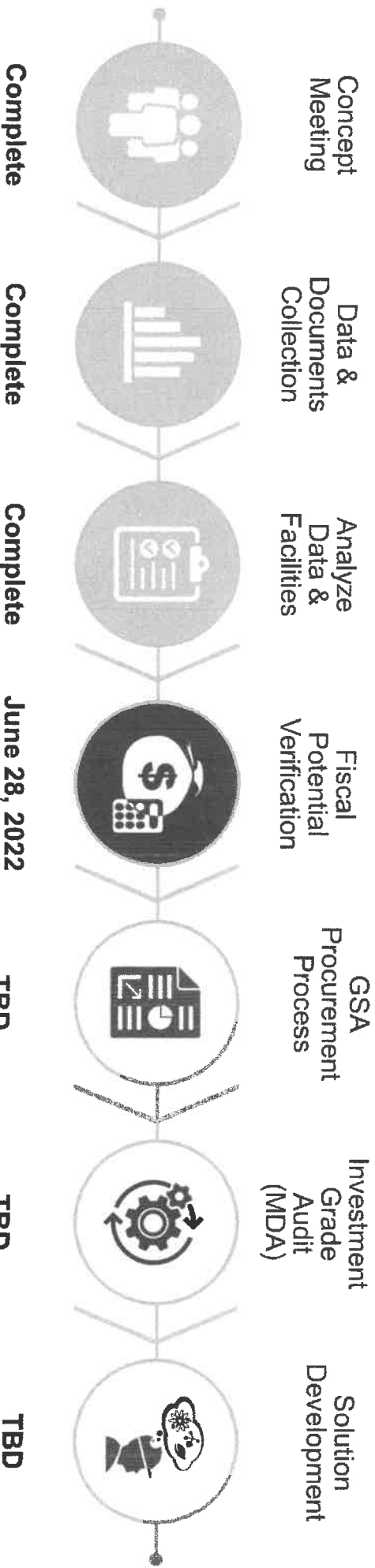
FUNDING

Solutions are funded through existing operating budget



Next Steps

SOLUTION TIMELINE



Benefits of GESA



FUNDING

Pay for critical infrastructure needs partially through guaranteed energy and operational savings.



TURNKEY SOLUTION

Single point of accountability for design, engineering, implementation and commissioning.



NO CHANGE ORDERS

Firm, fixed pricing – very low risk!

Alternative Revenue Sources & Grants

ABM's Team of grant writers will help you and your staff pursue alternative revenue and grant opportunities at no additional cost.



Next Steps / Tentative Project Timeline



Action	Date
Perform preliminary assessment of Whitehall facilities	May -- June 2022
Preliminary report meeting & discussion with Whitehall	June 27
Preliminary report and potential next steps discussion with Whitehall Executive Committee	TBD
ABM Presentation to Whitehall City Council	TBD
Master Development Agreement (MDA) negotiated / scope of work identified	July
Investment Grade Audit (IGA) Performed	July - August
IGA results delivered to City of Whitehall	September
Project Go / No Go	If Go
Government Services Agreement (GSA)* contract prepared / reviewed by Whitehall * 3 yr. vetting process; contracts submitted for review upon approval; subject to annual review and audit on costs and savings	October
GSA contract finalized and financing secured	November
Construction begins	December



Thank You

Terry Stoklosa

Terrence.Stoklosa@abm.com

616-210-8086



CITY OF WHITEHALL
CITY COUNCIL MEETING MINUTES
Council Chambers
July 26, 2022

PRESENT: Scott Brown, Dick Connell, Keith Heidelberg, Jeff Holmstrom, Sean Mullally, Steve Salter, and Steve Sikkenga

ABSENT: None

ALSO PRESENT: Scott Huebler, Brenda Bourdon, and Sawyer Rozgowski

Mayor Salter called the meeting to order at 6:00 p.m.

APPROVAL OF THE AGENDA

Motion by Sikkenga, seconded by Holmstrom, CARRIED, to approve the agenda. All yeses

APPROVAL OF THE CONSENT AGENDA

- A. Approval of the July 12 Work Session & Council Meeting Minutes
- B. Accounts Payable - \$173,843.48
- C. Communications: Marina Advisory Committee Minutes

Motion by Connell, seconded by Sikkenga, CARRIED, to approve the Consent Agenda.
Yes – 6; No – 1, Brown; Absent – 0

MESSAGES FROM THE MAYOR, COUNCIL, AND CITY MANAGER

Comments were received from Council.

PUBLIC COMMENT

Andrew Sebolt and Kim Cyr announced their candidacies for the November election.

NEW BUSINESS

A. Resolution 22-39 Rear Snow Plow Blade

Motion by Holmstrom, seconded by Heidelberg, CARRIED, to approve the purchase of a new rear plow blade for the total installed price of \$6,985.14.

Roll Call Vote: Yes – Holmstrom, Heidelberg, Sikkenga, Connell, Mullally, Brown, and Salter;
No – None; Absent – None

B. Resolution 22-40 Mower

Motion by Sikkenga, seconded by Mullally, CARRIED, to approve the purchase of a 72” mower for the total price of \$23,314.14.

Roll Call Vote: Yes – Sikkenga, Mullally, Brown, Holmstrom, Heidelberg, Connell, and Salter;
No – None; Absent – None

PUBLIC COMMENT

None

ADJOURNMENT

Mayor Salter adjourned the Council Meeting at 6:18 pm.

Steven Salter, Mayor

Brenda Bourdon, City Clerk

CITY OF WHITEHALL
ACCOUNTS PAYABLE
August 9, 2022

July & August 2022 Prepaids

<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>Check No.</u>
City of Whitehall-Common Cash	Payroll	\$ 52,409.01	Transfer
IRS	Payroll	\$ 17,968.81	EFT
Alerus Financial	Payroll	\$ 6,165.07	EFT
MISDU	Payroll	\$ 90.34	9041
Alerus Financial	Payroll - HSA (PTO Buyout)	\$ 11,682.80	EFT
Charter/Spectrum	Internet/Phone - DPW, PH, Marina	\$ 524.95	EFT

Total Prepaids:

\$88,840.98

Accounts Payable:

\$354,060.52

TOTAL ACCOUNTS PAYABLE

\$442,901.50

Vendor Code	Vendor Name	Description	Amount
EVERA	ALEXANDER AK	EVERGREEN	
	CONTRACT	DIRECTOR - WLYT SUMMER 2022	1,200.00
TOTAL FOR: ALEXANDER AK EVERGREEN			1,200.00
COLL	AMANDA COLLENE		
	CONTRACT	LIGHTING DESIGNER - THE OUTSIDER	400.00
	CONTRACT	LIGHTING DESIGNER - RED	400.00
TOTAL FOR: AMANDA COLLENE			800.00
MISC	ANNE M BUREL FAMILY TRUST		
	EASEMENT	WATER MAIN EASEMENT - 1137 WILSHIRE	99.00
TOTAL FOR: ANNE M BUREL FAMILY TRUST			99.00
ASPHA	ASPHALT PAVING INC		
	API-647/745/756	QTY 12.22 TONS - ASPHALT	971.50
TOTAL FOR: ASPHALT PAVING INC			971.50
BOARD	BOARDWELL MECHANICAL SERVICES, INC.		
	40728	SERVICE/EPS ALARM	200.00
TOTAL FOR: BOARDWELL MECHANICAL SERVICES, INC.			200.00
BEA	CHRISTOPHER D BEAMAN		
	CONTRACT	ACTOR - RED	450.00
TOTAL FOR: CHRISTOPHER D BEAMAN			450.00
CITY	CITY OF WHITEHALL		
	REFUND	TICKET REFUNDS/REIMB PH - ESCANABA IN LOVE	162.00
TOTAL FOR: CITY OF WHITEHALL			162.00
CLEAN	CLEAN COMEDY TIME, LLP		
	CONTRACT	CLEAN COMEDY TICKETS - PASS THRU 4/23/22	430.00
TOTAL FOR: CLEAN COMEDY TIME, LLP			430.00
COFES	COFESSCO FIRE PROTECTION		
	INV-14617-K7CO	ANNUAL INSPECTION - FIRE EXTINGUISHERS	151.96
TOTAL FOR: COFESSCO FIRE PROTECTION			151.96
CONSU	CONSUMER'S ENERGY		
	STATEMENTS	PUBLIC UTILITIES	1,589.40
TOTAL FOR: CONSUMER'S ENERGY			1,589.40
DAN	DAN FROST DBA DAN'S AUTOMOTIVE		
	10417	TIRE REPAIR - TRUCK 12-01	10.00
TOTAL FOR: DAN FROST DBA DAN'S AUTOMOTIVE			10.00
DOBB	DOBB PRINTING INC		
	96305	PRINTING - QTY 1000 - PROGRAM BOOK 2022 SUMME	1,621.20
TOTAL FOR: DOBB PRINTING INC			1,621.20
DTE	DTE ENERGY		
	STATEMENT	PUBLIC UTILITIES	528.14
TOTAL FOR: DTE ENERGY			528.14

Vendor Code	Vendor Name	Invoice	Description	Amount
EPS	ENGINEERED PROTECTION SYSTEMS INC.	S734162	SERVICE CALL	110.00
TOTAL FOR: ENGINEERED PROTECTION SYSTEMS INC.				110.00
ETNA	ETNA SUPPLY INC	S104112235.005	QTY 60 - SENSUS METER TRANSCEIVERS	11,100.00
		S104555714.002	QTY 6 - MEM215-55-PL-AYM 51/2' MINN	390.00
TOTAL FOR: ETNA SUPPLY INC				11,490.00
FRONT	FRONTIER	STATEMENT	TELEPHONE	116.45
TOTAL FOR: FRONTIER				116.45
MISC	GERALD & EUSALINE KETTRING	EASEMENT	WATER MAIN EASEMENT - 417 PEACH	99.00
TOTAL FOR: GERALD & EUSALINE KETTRING				99.00
GILLROY	GILL-ROY'S HARDWARE	STATEMENT	OPERATING SUPPLIES	323.13
TOTAL FOR: GILL-ROY'S HARDWARE				323.13
GRLF	GREAT LAKES FORD	FOCS353474	FULL BRAKE REPLACEMENT/BALL JOINTS/ALIGNMENT	2,778.51
TOTAL FOR: GREAT LAKES FORD				2,778.51
HALLA	HALLACK CONTRACTING	2210513	LAKEVIEW/LEWIS/WILSHIRE/PEACH - 2022 STREET/U	141,226.85
TOTAL FOR: HALLACK CONTRACTING				141,226.85
HAVIL	HAVILAND	442719/CM443078	QTY 16 - 15 GAL DRUMS CHLORINE	1,243.00
TOTAL FOR: HAVILAND				1,243.00
HOME	HOME SERVICES OF WHITE LAKE	STATEMENT	UPS CHARGES	63.97
TOTAL FOR: HOME SERVICES OF WHITE LAKE				63.97
HYDCO	HYDROCORP METER SALES	259-IN	QTY 21 - 5' TRIPLE CABLE/METERS	3,852.91
TOTAL FOR: HYDROCORP METER SALES				3,852.91
SAR	JAMELLE SARGENT	CONTRACT	ACTOR - RED	450.00
TOTAL FOR: JAMELLE SARGENT				450.00
JJ'S ELEC	JJ'S ELECTRIC LLC	JULY-2022	ELECTRICAL PERMITS - JULY-2022	812.00
TOTAL FOR: JJ'S ELECTRIC LLC				812.00
JOHN S	JOHN S HYATT AND ASSOCIATES	128447	QTY 10 - GAFFER TAPE	186.00
TOTAL FOR: JOHN S HYATT AND ASSOCIATES				186.00

Vendor Code	Vendor Name	Description	Amount
LUU	KAIJA LUUSUA CONTRACT	ADSM - RED	450.00
TOTAL FOR: KAIJA LUUSUA			450.00
KERK	KERKSTRA PORTABLE RESTROOM SERV 206323	PORTABLE RESTROOMS - CRUZIN/FIREWORKS	425.00
TOTAL FOR: KERKSTRA PORTABLE RESTROOM SERV			425.00
KONICA	KONICA MINOLTA BUSINESS SOLUTIONS 281337763	DIGITAL SUPPORT SERVICE	14.52
TOTAL FOR: KONICA MINOLTA BUSINESS SOLUTIONS			14.52
HUIZ	LINDSEY HUIZENGA CONTRACT	PRODUCTION MANAGER - RED	450.00
TOTAL FOR: LINDSEY HUIZENGA			450.00
WLBEA	LUDINGTON DAILY NEWS 99196718	PUBLISHING	577.60
TOTAL FOR: LUDINGTON DAILY NEWS			577.60
MERLE	MERLE BOES INC 9138790 9140370	REC FUEL - 2500 G +ADDITIVE MARINA FUEL W/ADDITIVE- 2000G REC 90	11,959.57 9,056.66
TOTAL FOR: MERLE BOES INC			21,016.23
KIE	MICHELLE KIESSEL CONTRACT	DIRECTOR - RED	800.00
TOTAL FOR: MICHELLE KIESSEL			800.00
MODEL	MODEL COVERALL SERVICE INC JULY- 2022	UNIFORMS	230.48
TOTAL FOR: MODEL COVERALL SERVICE INC			230.48
MOWHI	MONTAGUE-WHITEHALL ROTARY CLUB 180	1ST QTR DUES - SALTER	150.00
TOTAL FOR: MONTAGUE-WHITEHALL ROTARY CLUB			150.00
MUCTR	MUSKEGON CENTRAL DISPATCH 2200001185 2200001208	CENTRAL DISPATCH FEES VIRTUAL SERVER & SUPPORT - AUG-2022	3,676.00 527.37
TOTAL FOR: MUSKEGON CENTRAL DISPATCH			4,203.37
MUSTWP	MUSKEGON CHARTER TOWNSHIP JULY-2022	RENTAL INSPECTION - PROGRAM/INSP FEES - JULY-	2,263.50
TOTAL FOR: MUSKEGON CHARTER TOWNSHIP			2,263.50
MUCON	MUSKEGON CONSERVATION DISTRICT 14994	JAPANESE KNOTWEED - TREATMENT	105.00
TOTAL FOR: MUSKEGON CONSERVATION DISTRICT			105.00
MUTRE	MUSKEGON COUNTY TREASURER'S WWUB123500	WASTE WATER & BONDS	78,732.98
TOTAL FOR: MUSKEGON COUNTY TREASURER'S			78,732.98

Vendor Code	Vendor Name	Description	Amount
NORTT	NORTHERN TOOL & EQUIPMENT		
	73208669	CEMENT MIXER - 96-37	834.31
TOTAL FOR: NORTHERN TOOL & EQUIPMENT			834.31
ED	OGBORN ENTERPRISES, INC.		
	WCH2022-08	CLEANING SERVICES - CH	475.00
	WDPW 2022-08	CLEANING SERVICES - DPW	285.00
TOTAL FOR: OGBORN ENTERPRISES, INC.			760.00
ORKIN	ORKIN, LLC		
	230042463	PEST TREATMENT	79.44
TOTAL FOR: ORKIN, LLC			79.44
PETRO	PETRO TANK & LINE TESTING LLC		
	224422	SERVICE/LABOR - FUEL FORCE CONSOLE	440.23
TOTAL FOR: PETRO TANK & LINE TESTING LLC			440.23
PREIN	PREIN & NEWHOF, PC		
	66885	ENGINEERING - MEARS RECONSTRUCTION	14,464.30
TOTAL FOR: PREIN & NEWHOF, PC			14,464.30
PRHLTH	PRIORITY HEALTH		
	797242-S001	MEDICAL INSURANCE - AUG-2022	22,578.71
TOTAL FOR: PRIORITY HEALTH			22,578.71
ROTHB	RIVERS ACE		
	STATEMENT	SILT FENCE / COUPLINGS	125.95
TOTAL FOR: RIVERS ACE			125.95
MISC	ROBERT & NANCIE TROMBLEY		
	EASEMENT	WATER MAIN EASEMENT - 423 PEACH	99.00
TOTAL FOR: ROBERT & NANCIE TROMBLEY			99.00
TUFT	ROBERT E TUFTS JR		
	JULY-2022	BUILDING PERMITS - JULY-2022	3,723.52
TOTAL FOR: ROBERT E TUFTS JR			3,723.52
STERNS	SARAH STERNBURGH		
	CONTRACT	PROPS MISTRESS - RED	400.00
TOTAL FOR: SARAH STERNBURGH			400.00
SHO	SHORELINE INSPECTION SERVICE LLC		
	JULY-2022	PLUMBING PERMITS - JULY-2022	746.48
	JULY-2022	MECHANICAL PERMITS - JULY-2022	2,047.08
TOTAL FOR: SHORELINE INSPECTION SERVICE LLC			2,793.56
MISC	SPECTRUM PRINTERS		
	71186	ELECTION TEST DECK - 8/2/2022	109.15
TOTAL FOR: SPECTRUM PRINTERS			109.15
STAND	STANDARD SUPPLY & LUMBER		
	STATEMENT	LUMBER	65.46
TOTAL FOR: STANDARD SUPPLY & LUMBER			65.46

Vendor Code	Vendor Name	Description	Amount
STAPL	STAPLES CREDIT PLAN		
	INVOICE	EXPANDING FILES/CARD STOCK/SCISSORS	97.45
TOTAL FOR: STAPLES CREDIT PLAN			97.45
TRACE	TRACE ANALYTICAL LABS		
	2070892	WATER SAMPLE TESTING	170.00
TOTAL FOR: TRACE ANALYTICAL LABS			170.00
TWIN	TWIN CITIES AUTO PARTS		
	STATEMENT	CRUISER MAINT - OIL/SENSOR	306.35
	STATEMENT	CRUISER MAINT - BRAKE CHECK	42.84
TOTAL FOR: TWIN CITIES AUTO PARTS			349.19
QUINN	TYLER J QUINN		
	CONTRACT	SOUND DESIGNER - RED	400.00
TOTAL FOR: TYLER J QUINN			400.00
WMSRDC	W MI SHORELINE REGIONAL DEVEL COMM		
	DUES-FY2023	ANNUAL DUES - FY2023	1,338.00
TOTAL FOR: W MI SHORELINE REGIONAL DEVEL COMM			1,338.00
WLAUT	WHITE LAKE AUTOMOTIVE		
	STATEMENT	PARTS & SUPPLIES	227.30
TOTAL FOR: WHITE LAKE AUTOMOTIVE			227.30
WLNUR	WHITE LAKE NURSERY		
	STATEMENT	COUPLINGS/SPRINKLER	27.75
TOTAL FOR: WHITE LAKE NURSERY			27.75
WHITE	WHITEHALL DISTRICT SCHOOLS		
	220722SNS	SPORTS N SHORTS - SPONSORSHIP	1,625.00
TOTAL FOR: WHITEHALL DISTRICT SCHOOLS			1,625.00
WHIVE	WHITEHALL VENTURES INC		
	JULY-2022	LEASE - JULY -2022	145.00
TOTAL FOR: WHITEHALL VENTURES INC			145.00
WINDEM	WINDEMULLER		
	221610	ELECTRICAL TECHNICIAN/MATERIALS - MARINA	18,128.97
TOTAL FOR: WINDEMULLER			18,128.97
WOLVE	WOLVERINE POWER SYSTEMS INC		
	233996-IN/23399	LIFT STATION #2 - OIL PRESSURE SENDER REPAIR	992.45
TOTAL FOR: WOLVERINE POWER SYSTEMS INC			992.45
WORKBOX	WORKBOX STAFFING		
	228369-228946	TEMPORARY SERVICES - AHO	1,174.92
TOTAL FOR: WORKBOX STAFFING			1,174.92

PURCHASE CARD VENDOR: CO-TCM TCM BANK. N.A

OPEN
 CITY OF WHITEHALL ACCOUNTS PAYABLE
 COUNCIL MEETING OF AUGUST 9, 2022

Vendor Code	Vendor Name	Description	Amount
MISC	AMAZON.COM		
	114-0752373-820	DISPOSABLE GLOVES	29.70
	114-8836580-238	CAR MOUNT - PHONE HOLDER	68.40
TOTAL FOR: AMAZON.COM			98.10
MISC	EBAY.COM		
	24-08851-20683	TAIL LIGHT ASSEMBLY	439.90
TOTAL FOR: EBAY.COM			439.90
MML	MICHIGAN MUNICIPAL LEAGUE		
	60957	CONFERENCE - SALTER	225.00
	REFUND	CANCEL - MME SUMMER WORKSHOP	(339.00)
TOTAL FOR: MICHIGAN MUNICIPAL LEAGUE			(114.00)
PIZZA	MICHIGAN PIZZA HUT INC		
	322072810354700	STAFF MEETING - LUNCH	40.56
TOTAL FOR: MICHIGAN PIZZA HUT INC			40.56
MISC	OFFICESUPPLY.COM		
	5025617	WRITING PADS/NEWSLETTER PAPER	50.79
TOTAL FOR: OFFICESUPPLY.COM			50.79
SAMS	SAM'S CLUB/GECF		
	9871092485	PAPER PRODUCTS/COPY PAPER	539.92
TOTAL FOR: SAM'S CLUB/GECF			539.92
STAPL	STAPLES CREDIT PLAN		
	84333G	OFFICE CHAIR	179.99
TOTAL FOR: STAPLES CREDIT PLAN			179.99
MISC	THE GNARLY HEIFER		
	C3	BLT MEETING LUNCH	144.27
TOTAL FOR: THE GNARLY HEIFER			144.27
USPOS	UNITED STATES POSTMASTER		
	950011096952219	POSTAGE	5.10
	950011096952219	POSTAGE	5.80
	STATEMENT	11 ROLLS/QTY 1100 - EXTRA OUNCE; 12 ROLLS/QTY	916.00
TOTAL FOR: UNITED STATES POSTMASTER			926.90
WALMART	WALMART		
	890881968443842	ELECTION SNACKS/STAFF MEETING LUNCH	60.74
TOTAL FOR: WALMART			60.74
MISC	WEEDERS DIGEST		
	69892	HEAVY DUTY LAKE RAKE	159.99
TOTAL FOR: WEEDERS DIGEST			159.99
TOTAL PURCHASE CARD VENDOR: CO-TCM TCM BANK. N.A			2,527.16
TOTAL - ALL VENDORS			354,060.52

CITY OF WHITEHALL ACCOUNTS PAYABLE
 COUNCIL MEETING OF AUGUST 9, 2022

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 101 GENERAL OPERATING FUND					
Dept 000 648					
101-000-082.000	DUE FROM CHOICE ONE - STAFF MEE	WALMART	07/19/22	89088196844384216694	32.88
			Total For Dept 000 648		32.88
Dept 101 CITY COUNCIL					
101-101-760.000	CONFERENCE - SALTER	MICHIGAN MUNICIPAL LEAGU	07/06/22	60957	225.00
101-101-770.000	1ST QTR DUES - SALTER	MONTAGUE-WHITEHALL ROTAR	06/25/22	180	150.00
101-101-962.000	EXPANDING FILES	STAPLES CREDIT PLAN	07/28/22	STATEMENT	65.62
			Total For Dept 101 CITY COUNCIL		440.62
Dept 172 ADMINISTRATION					
101-172-727.000	NEWSLETTER PAPER	OFFICESUPPLY.COM	07/01/22	5025617	50.79
101-172-727.000	OFFICE CHAIR - HUEBLER	STAPLES CREDIT PLAN	07/27/22	84333G	179.99
101-172-727.000	SCISSORS	STAPLES CREDIT PLAN	07/28/22	STATEMENT	11.39
101-172-728.000	1 ROLL/EXTRA OUNCE & 2 ROLLS/FO	UNITED STATES POSTMASTER	07/01/22	STATEMENT	136.00
101-172-760.000	CANCEL - MME SUMMER WORKSHOP	MICHIGAN MUNICIPAL LEAGU	07/11/22	REFUND	(339.00)
101-172-850.000	TELEPHONE	FRONTIER	07/16/22	STATEMENT	38.38
101-172-850.000	VIRTUAL SERVER & SUPPORT - AUG-	MUSKEGON CENTRAL DISPATCH	08/01/22	2200001208	527.37
101-172-935.000	COPIER MAINTENANCE	KONICA MINOLTA BUSINESS	08/15/22	281337763	14.52
101-172-935.000	COPY PAPER - 10 CASES	SAM'S CLUB/GEFC	07/06/22	9871092485	361.50
			Total For Dept 172 ADMINISTRATION		980.94
Dept 215 CITY CLERK					
101-215-880.000	ELECTION SNACKS	WALMART	07/19/22	89088196844384216694	27.86
101-215-905.000	PUBLISHING - BOR/PUBLIC HEARING	LUDINGTON DAILY NEWS	07/31/22	99196718	577.60
			Total For Dept 215 CITY CLERK		605.46
Dept 261 OTHER EXPENSES					
101-261-880.000	COMMUNITY PROMOTION - SPORTS N	WHITEHALL DISTRICT SCHOO	07/22/22	220722SNS	1,625.00
			Total For Dept 261 OTHER EXPENSES		1,625.00
Dept 262 ELECTIONS					
101-262-728.000	10 ROLLS/EXTRA OUNCE & 10 RLS/F	UNITED STATES POSTMASTER	07/01/22	STATEMENT	780.00
101-262-818.000	ELECTION TEST DECK - 8/2/2022	SPECTRUM PRINTERS	07/22/22	71186	109.15
			Total For Dept 262 ELECTIONS		889.15
Dept 265 CITY HALL BLDG & GROUNDS					
101-265-757.000	PAPER PLATES/TOWELS/NAPKINS	SAM'S CLUB/GEFC	07/06/22	9871092485	112.63
101-265-818.700	CONTRACTUAL SERVICES-CLEANERS	OGBORN ENTERPRISES, INC.	08/01/22	WCH2022-08	475.00
101-265-920.000	PUBLIC UTILITIES/910021159454	DTE ENERGY	07/21/22	STATEMENT	65.52
101-265-931.000	COUPLINGS - IRRIGATION	WHITE LAKE NURSERY	07/30/22	STATEMENT	11.80
			Total For Dept 265 CITY HALL BLDG & GROUNDS		664.95
Dept 270 FRINGE BENEFITS					
101-270-719.450	FRINGE-UNIFORMS	MODEL COVERALL SERVICE I	07/31/22	JULY- 2022	186.48
101-270-719.600	FRINGE-HEALTH INS	PRIORITY HEALTH	07/15/22	797242-S001	19,291.52
101-270-719.601	FRINGE BENEFITS-RETIREE HEALTH	PRIORITY HEALTH	07/15/22	797242-S001	3,287.19
101-270-719.685	STAFF MEETING - LUNCH	MICHIGAN PIZZA HUT INC	07/28/22	3220728103547001313	40.56
			Total For Dept 270 FRINGE BENEFITS		22,805.75
Dept 301 POLICE					
101-301-727.000	POSTAGE	UNITED STATES POSTMASTER	07/11/22	95001109695221925884	5.80
101-301-727.000	POSTAGE	UNITED STATES POSTMASTER	07/11/22	95001109695221925811	5.10

UNJOURNALIZED
 OPEN

CITY OF WHITEHALL ACCOUNTS PAYABLE
 COUNCIL MEETING OF AUGUST 9, 2022

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 101 GENERAL OPERATING FUND					
Dept 301 POLICE					
101-301-757.000	CAR MOUNT - PHONE HOLDER	AMAZON.COM	07/19/22	114-8836580-2388222	68.40
101-301-850.000	TELEPHONE	FRONTIER	07/16/22	STATEMENT	38.38
101-301-850.000	TELEPHONE	MUSKEGON CENTRAL DISPATC	07/18/22	2200001185	3,676.00
101-301-920.000	UTILITIES-EMERGENCY STRENS/1000	CONSUMER'S ENERGY	07/26/22	STATEMENTS	20.44
101-301-933.000	TAIL LIGHT ASSEMBLY	EBAY.COM	07/08/22	24-08851-20683	439.90
101-301-933.000	301-OIL CHANGE/WASHER SOLVENT	TWIN CITIES AUTO PARTS	07/31/22	STATEMENT	306.35
101-301-933.000	304 - BRAKE CHECK	TWIN CITIES AUTO PARTS	07/29/22	STATEMENT	42.84
		Total For Dept 301 POLICE			4,603.21
Dept 444 SIDEWALKS					
101-444-775.000	SILT FENCING	RIVERS ACE	07/31/22	STATEMENT	89.98
		Total For Dept 444 SIDEWALKS			89.98
Dept 448 STREET LIGHTING					
101-448-920.000	PUBLIC UTILITIES/103033655079	CONSUMER'S ENERGY	07/26/22	STATEMENTS	1,566.38
		Total For Dept 448 STREET LIGHTING			1,566.38
Dept 567 CEMETERY					
101-567-757.000	3/4" PLUG	GILL-ROY'S HARDWARE	07/31/22	STATEMENT	1.79
101-567-818.700	CONTRACTUAL SERVICES-TEMPORARY	WORKBOX STAFFING	07/24/22	228369-228946	587.46
101-567-920.000	PUBLIC UTILITIES/910021159306	DTE ENERGY	07/21/22	STATEMENT	50.14
101-567-932.000	GALVANIZED COUPLINGS	RIVERS ACE	07/31/22	STATEMENT	35.97
101-567-933.000	FASTENERS	GILL-ROY'S HARDWARE	07/31/22	STATEMENT	0.00
101-567-933.000	BATTERY	WHITE LAKE AUTOMOTIVE	07/30/22	STATEMENT	25.89
		Total For Dept 567 CEMETERY			701.25
Dept 751 PARKS DEPARTMENT					
101-751-757.000	DISPOSABLE GLOVES	AMAZON.COM	07/11/22	114-0752373-8201815	14.85
101-751-757.000	PAPER TOWELS	SAM'S CLUB/GEFC	07/06/22	9871092485	32.89
101-751-775.000	DYNAFLEX SEALANT - SPLASH PAD P	GILL-ROY'S HARDWARE	07/31/22	STATEMENT	69.27
101-751-775.000	LUMBER	STANDARD SUPPLY & LUMBER	08/01/22	STATEMENT	65.46
101-751-775.000	LIGHT BULBS	WHITE LAKE AUTOMOTIVE	07/30/22	STATEMENT	4.28
101-751-775.000	SPRINKLER	WHITE LAKE NURSERY	07/30/22	STATEMENT	15.95
101-751-818.700	CONTRACTUAL SERVICES-TEMPORARY	WORKBOX STAFFING	07/24/22	228369-228946	587.46
101-751-933.000	RETURN CREDIT - FASTENERS	GILL-ROY'S HARDWARE	07/31/22	STATEMENT	0.00
101-751-933.000	BATTERY	WHITE LAKE AUTOMOTIVE	07/30/22	STATEMENT	25.90
101-751-974.000	NUTS & BOLTS - SPLASH PAD	GILL-ROY'S HARDWARE	07/31/22	STATEMENT	1.06
		Total For Dept 751 PARKS DEPARTMENT			817.12
Dept 753 PATHWAY					
101-753-818.000	JAPANESE KNOTWEED - TREATMENT	MUSKEGON CONSERVATION DI	07/22/22	14994	105.00
		Total For Dept 753 PATHWAY			105.00
Dept 756 119 S BALDWIN ST					
101-756-920.000	PUBLIC UTILITIES/910021159793	DTE ENERGY	07/21/22	STATEMENT	47.43
		Total For Dept 756 119 S BALDWIN ST			47.43
Fund 202 MAJOR STREET FUND					
Dept 463 ROUTINE MAINT					
202-463-757.000	OPERATING SUPPLIES - ASPHALT	ASPHALT PAVING INC	07/12/22	API-647/745/756	242.88
		Total For Fund 101 GENERAL OPERATING FUND			35,975.12

CITY OF WHITEHALL ACCOUNTS PAYABLE
 COUNCIL MEETING OF AUGUST 9, 2022

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 202 MAJOR STREET FUND					
Dept 463 ROUTINE MAINT					
202-463-818.000	ANNUAL DUES - FY2023	W MI SHORELINE REGIONAL	08/04/22	DUES-FY2023	1,338.00
			Total For Dept	463 ROUTINE MAINT	1,580.88
			Total For Fund	202 MAJOR STREET FUND	1,580.88
Fund 203 LOCAL STREET FUND					
Dept 463 ROUTINE MAINT					
203-463-757.000	OPERATING SUPPLIES - ASPHALT	ASPHALT PAVING INC	07/12/22	API-647/745/756	728.62
			Total For Dept	463 ROUTINE MAINT	728.62
			Total For Fund	203 LOCAL STREET FUND	728.62
Fund 247 TAX INCREMENT FINANCE AUTHORITY #1					
Dept 000 648					
247-000-818.400	CONTRACTUAL SERVICES-DOWNTOWN R	WHITEHALL VENTURES INC	08/01/22	JULY-2022	145.00
247-000-962.000	BLT MEETING LUNCH	THE GNARLY HEIFER	07/21/22	C3	144.27
			Total For Dept	000 648	289.27
Dept 525 DOWNTOWN STREETScape					
247-525-757.000	DISPOSABLE GLOVES	AMAZON.COM	07/11/22	114-0752373-8201815	14.85
247-525-757.000	NUTS & BOLTS - DT SIGN POSTS	GILL-ROY'S HARDWARE	07/31/22	STATEMENT	20.53
247-525-757.000	PAPER TOWELS	SAM'S CLUB/GECF	07/06/22	9871092485	32.90
247-525-757.000	FLINTSHOT SAND	WHITE LAKE AUTOMOTIVE	07/30/22	STATEMENT	53.97
247-525-818.000	PORTABLE RESTROOMS - CRUZIN/FIR	KERKSTRA PORTABLE RESTRO	08/04/22	206323	425.00
247-525-920.000	PUBLIC UTILITIES/920030385842	DTE ENERGY	07/21/22	STATEMENT	42.91
			Total For Dept	525 DOWNTOWN STREETScape	590.16
Fund 249 BUILDING INSPECTION DEPARTMENT					
Dept 000 648					
249-000-818.000	ELECTRICAL PERMITS - JULY-2022	JJ'S ELECTRIC LLC	08/01/22	JULY-2022	812.00
249-000-818.000	BUILDING PERMITS - JULY-2022	ROBERT E TUFTS JR	08/01/22	JULY-2022	3,723.52
249-000-818.000	PLUMBING PERMITS - JULY-2022	SHORELINE INSPECTION SER	08/01/22	JULY-2022	746.48
249-000-818.000	MECHANICAL PERMITS - JULY-2022	SHORELINE INSPECTION SER	08/01/22	JULY-2022	2,047.08
249-000-818.100	RENTAL INSPECTIONS/FEES - JULY-	MUSKEGON CHARTER TOWNSHI	07/31/22	JULY-2022	2,263.50
			Total For Dept	000 648	9,592.58
Fund 401 CAPITAL PROJECTS FUND					
Dept 000 648					
401-000-818.000-A22	2022 STREET/UTILITY IMPROVEMENT	HALLACK CONTRACTING	07/11/22	2210513	141,226.85
401-000-820.000-B22	ENGINEERING FEES	PREIN & NEWHOF, PC	04/05/22	66885	14,464.30
401-000-962.000-A22	WATER MAIN EASEMENT - 1137 WILS	ANNE M BUREL FAMILY TRUS	07/06/22	EASEMENT	99.00
401-000-962.000-A22	WATER MAIN EASEMENT - 417 PEACH	GERALD & EUSALINE KETTRI	05/26/22	EASEMENT	99.00
401-000-962.000-A22	WATER MAIN EASEMENT - 423 PEACH	ROBERT & NANCIE TROMBLEY	06/13/22	EASEMENT	99.00
			Total For Dept	000 648	155,988.15
Fund 580 PLAYHOUSE					
			Total For Fund	401 CAPITAL PROJECTS FUND	155,988.15

UNJOURNALIZED

CITY OF WHITEHALL ACCOUNTS PAYABLE
 COUNCIL MEETING OF AUGUST 9, 2022

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 580 PLAYHOUSE					
Dept 000 648					
580-000-645.000	TICKETS- ESCANABA IN LOVE (REFU	CITY OF WHITEHALL	08/05/22	REFUND	162.00
580-000-708.100	LIGHTING DESIGNER - THE OUTSIDE	AMANDA COLLENE	06/27/22	CONTRACT	400.00
580-000-708.100	LIGHTING DESIGNER - RED	AMANDA COLLENE	06/27/22	CONTRACT	400.00
580-000-708.100	ACTOR - RED	CHRISTOPHER D BEAMAN	06/06/22	CONTRACT	450.00
580-000-708.100	ACTOR - RED	JAWELLE SARGENT	06/06/22	CONTRACT	450.00
580-000-708.100	ADSM - RED	KALJA LUUSUA	06/14/22	CONTRACT	450.00
580-000-708.100	PRODUCTION MANAGER - RED	LINDSEY HUIZENGA	06/06/22	CONTRACT	450.00
580-000-708.100	DIRECTOR - RED	MICHELE KIESSEL	06/06/22	CONTRACT	800.00
580-000-708.100	PROPS MISTRESS - RED	SARAH STERNBURGH	06/08/22	CONTRACT	400.00
580-000-708.100	SOUND DESIGNER - RED	TYLER J QUINN	06/08/22	CONTRACT	400.00
580-000-757.000	PRINTING -1000 - PROGRAMS 2022	DOBB PRINTING INC	07/07/22	96305	1,621.20
580-000-757.000	EAR PLUGS	GILL-ROY'S HARDWARE	07/31/22	STATEMENT	21.59
580-000-757.000	SETS - THE OUTSIDERS	GILL-ROY'S HARDWARE	07/31/22	STATEMENT	10.51
580-000-757.100	SET SUPPLIES - GAFFER TAPE	JOHN S HYATT AND ASSOCIA	08/02/22	128447	186.00
580-000-757.400	DIRECTOR - WLYT SUMMER 2022	ALEXANDER AK EVERGREEN	06/08/22	CONTRACT	1,200.00
580-000-757.400	WLYT-SUMMER - DOOR PULLS	GILL-ROY'S HARDWARE	07/31/22	STATEMENT	36.47
580-000-775.000	BATTERY	WHITE LAKE AUTOMOTIVE	07/30/22	STATEMENT	34.92
580-000-818.500	CLEAN COMEDY TICKETS - PASS THR	CLEAN COMEDY TIME, LLP	03/07/22	CONTRACT	430.00
580-000-920.000	PUBLIC UTILITIES/910021159660	DTE ENERGY	07/21/22	STATEMENT	57.38
580-000-931.000	SERVICE/EPS ALARM	BOARDWELL MECHANICAL SER	07/21/22	40728	200.00
580-000-931.000	ANNUAL INSPECTION - FIRE EXTING	COFESSCO FIRE PROTECTION	07/22/22	INV-14617-K7CO	151.96
580-000-931.000	BUILDING MAINTENANCE - SVC CALL	ENGINEERED PROTECTION SY	07/28/22	S734162	110.00
580-000-931.000	PEST TREATMENT	ORKIN, LLC	07/25/22	2300042463	79.44
	Total For Dept 000 648				8,501.47
Fund 590 SEWER FUND					
Dept 554 SEWER PUMPING					
590-554-818.000	LS #2 - OIL PRESSURE SENDER REP	WOLVERINE POWER SYSTEMS	07/19/22	233996-IN/233997-IN	992.45
590-554-920.000	PUBLIC UTILITIES/100094991039	CONSUMER'S ENERGY	07/26/22	STATEMENTS	2.58
590-554-920.000	PUBLIC UTILITIES/910021159892	DTE ENERGY	07/21/22	STATEMENT	43.82
	Total For Dept 554 SEWER PUMPING				1,038.85
Dept 556 WASTEWATER SYSTEM-GALLONAGE					
590-556-959.900	WASTEWATER SYSTEM-GALLONAGE	MUSKEGON COUNTY TREASURE	07/15/22	WWUB123500	48,697.48
590-556-959.950	WASTEWATER SYS-GALLONAGE - BOND	MUSKEGON COUNTY TREASURE	07/15/22	WWUB123500	30,035.50
	Total For Dept 556 WASTEWATER SYSTEM-GALLONAGE				78,732.98
Dept 558 SEWER T & D					
590-558-757.000	GLOVES	WHITE LAKE AUTOMOTIVE	07/30/22	STATEMENT	27.19
590-558-775.000	VINYL PATCH/OUTDOOR COVER	GILL-ROY'S HARDWARE	07/31/22	STATEMENT	27.25
	Total For Dept 558 SEWER T & D				54.44
Fund 591 WATER FUND					
Dept 546 WATER SOURCE PLANT					
591-546-757.000	QTY 16 - 15 GAL DRUMS CHLORINE	HAVILAND	07/23/22	442719/CM443078	1,243.00
591-546-818.100	CONTRACTUAL SERVICES-WATER TEST	TRACE ANALYTICAL LABS	07/31/22	2070892	170.00
591-546-920.000	PUBLIC UTILITIES/910021159553	DTE ENERGY	07/21/22	STATEMENT	93.05
591-546-920.000	PUBLIC UTILITIES	FRONTIER	07/16/22	STATEMENT	39.69
	Total For Fund 590 SEWER FUND				79,826.27

CITY OF WHITEHALL ACCOUNTS PAYABLE
 COUNCIL MEETING OF AUGUST 9, 2022

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 591 WATER FUND					
Dept 546 WATER SOURCE PLANT					
Total For Dept 546 WATER SOURCE PLANT					
Fund 548 WATER T & D					
591-548-775.000	COUPLINGS	GILL-ROY'S HARDWARE	07/31/22	STATEMENT	19.69
591-548-775.000	UPS CHARGES	HOME SERVICES OF WHITE L	08/01/22	STATEMENT	63.97
591-548-818.100	CONTRACTUAL SERVICES-LATERALS P	ETNA SUPPLY INC	07/20/22	S104555714.002	390.00
Total For Dept 548 WATER T & D					
Fund 549 WATER CONSTRUCTION					
591-549-976.000	CAPITAL OUTLAY-METERS	ETNA SUPPLY INC	07/27/22	S104112235.005	11,100.00
591-549-976.000	CAPITAL OUTLAY-METERS	HYDROCORP METER SALES	05/20/22	259-IN	3,852.91
Total For Dept 549 WATER CONSTRUCTION					
Fund 594 MARINA FUND					
Dept 000 648	ROUND UP / FUNNEL	GILL-ROY'S HARDWARE	07/31/22	STATEMENT	58.19
594-000-757.800	COST OF SALES-FUEL - REC UNL 20	MERLE BOES INC	07/29/22	9140370	9,056.66
594-000-757.800	COST OF SALES-FUEL	MERLE BOES INC	07/15/22	9138790	11,959.57
594-000-775.000	SOCKET ADAPTER/NUTS & BOLTS	GILL-ROY'S HARDWARE	07/31/22	STATEMENT	15.36
594-000-775.000	REPAIRS & MAINT SUPPLIES	WEEDERS DIGEST	07/07/22	69892	159.99
594-000-775.000	ELECTRICAL TECHNICIAN/MATERIALS	WINDEMULLER	07/26/22	221610	18,128.97
Total For Dept 000 648					
Fund 661 MOTOR POOL FUND					
Dept 000 648	CARD STOCK	STAPLES CREDIT PLAN	07/28/22	STATEMENT	20.44
661-000-727.000	SERVICE/LABOR - FUEL FORCE CONS	PETRO TANK & LINE TESTIN	07/24/22	224422	440.23
661-000-751.000	DRILL BIT	GILL-ROY'S HARDWARE	07/31/22	STATEMENT	5.92
661-000-781.000	CONTRACTUAL SERVICES	MODEL COVERALL SERVICE I	07/31/22	JULY- 2022	44.00
661-000-818.000	CONTRACTUAL SERVICES-CLEANING	OGBORN ENTERPRISES, INC.	08/01/22	WDPW 2022-08	285.00
661-000-818.700	PUBLIC UTILITIES/910021159181	DTE ENERGY	07/21/22	STATEMENT	127.89
661-000-920.000	HORNET SPRAY	GILL-ROY'S HARDWARE	07/31/22	STATEMENT	22.38
661-000-931.000	TIRE REPAIR - TRUCK 12-01	DAN FROST DBA DAN'S AUTO	07/18/22	10417	10.00
661-000-933.000	FILTER - TRUCK 12-04	GILL-ROY'S HARDWARE	07/31/22	STATEMENT	13.12
661-000-933.000	FULL BRAKE JOB/BALL JOINTS/ALIG	GREAT LAKES FORD	07/26/22	FOCS353474	2,778.51
661-000-933.000	EQUIPMENT MAINTENANCE	WHITE LAKE AUTOMOTIVE	07/30/22	STATEMENT	55.15
661-000-933.000	CEMENT MIXER - 96-37	NORTHERN TOOL & EQUIPMEN	07/25/22	73208669	834.31
Total For Dept 000 648					
Fund 661 MOTOR POOL FUND					
Total For Fund 661 MOTOR POOL FUND					

CITY OF WHITEHALL ACCOUNTS PAYABLE
COUNCIL MEETING OF AUGUST 9, 2022

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund Totals:					
	Fund 101	GENERAL OPERATING FUND			35,975.12
	Fund 202	MAJOR STREET FUND			1,580.88
	Fund 203	LOCAL STREET FUND			728.62
	Fund 247	TAX INCREMENT FINANCE			879.43
	Fund 249	BUILDING INSPECTION DE			9,592.58
	Fund 401	CAPITAL PROJECTS FUND			155,988.15
	Fund 580	PLAYHOUSE			8,501.47
	Fund 590	SEWER FUND			79,826.27
	Fund 591	WATER FUND			16,972.31
	Fund 594	MARINA FUND			39,378.74
	Fund 661	MOTOR POOL FUND			4,636.95
Total For All Funds:					354,060.52

**Whitehall Zoning Board of Appeals
Meeting Minutes
July 28, 2022**

Present

B. Clauss, J. Cole, T. DeMumbrum, E. Dennis, G Hillebrand, D. Krainer, B. Mann

Absent

Also Present

Zoning Administrator S. Huebler

Call To Order

Vice Chair Krainer called the meeting to order at 6:02 p.m.

Agenda

Motion by Clauss, second by Dennis, CARRIED, to approve the agenda as submitted. All voted yes.

Minutes

Motion by Clauss, second by Hillebrand, CARRIED, to approve the March 2, 2022 meeting minutes as presented. All voted yes.

Public Hearing

Krainer opened the hearing at 6:04 p.m.

Aaron Smith, New Standard, submitted written and verbal opposition to the adult use marihuana variance. John Phillips, Great Lakes Natural Remedies, has owned the building for the last three years but missed out on the adult use conversations. The more stores that are allowed, the more revenue will be generated for the City. It is better zoning practice to cluster these types of business.

Rob Morgan and John Sowden, Gill-Roy's Hardware, discussed the safety and training features of their proposed propane dispensing. Keith Heidelberg, WLFA, commented that there are no public safety issues with the propane tank. It will have to meet fire code with some minor tweaks.

Huebler clarified that none of the medical marihuana license holders were contacted regarding expiration of their licenses. It was always their responsibility to renew. The City received a letter from Brian and Kristen Tank, 204 Hall, opposing the marihuana variance. DPW Director Brian Armstrong was informed by Karl Reed, LARA storage tank inspector, that there typically are no issues with above ground propane tanks.

There being no other comment, Krainer closed the hearing at 6:11 p.m.

Communications

Resolution 8 – Feathered Nest Façade Grant

The Board expressed concern that the building has been vacant for quite a while and that there are no immediate plans to open a business. The applicant would like to fix the exterior. Then she would fix the interior.

The resolution failed for lack of a motion, thus denying the application.

Resolution 9 – Van Donkelaar Façade Grant

The Board expressed similar concerns to that of the Feathered Nest application in that the building has been vacant for quite a while and that there appears to be no immediate plans to open a business.

The resolution failed for lack of a motion, thus denying the application.

Resolution 10 – Modern Image Façade Grant

Motion by Salter, second by Guinon, CARRIED, to approve an allocation of \$3,049.50 towards funding of the building improvements only. Roll Call Vote: 5 yes, 2 absent.

Motion by McDowell, second by Salter, CARRIED, to approve a total allocation of \$5,000 that would include the landscaping. Roll Call Vote: 5 yes, 2 absent.

There was discussion that while the specific intent of the grant program is to improve the aesthetics of buildings, it does not restrict landscaping or other elements that would improve the entire site.

Resolution 11 – West Colby Design Services

Motion by Salter, second by Guinon, CARRIED, to award the West Colby Design Services to Prein & Newhof for a cost not to exceed \$113,100. Roll Call Vote: 5 yes, 2 absent.

The Board preferred the not to exceed cost from Prein & Newhof and that their proposal included the Spring Street parking lot and north side alley closure.

Resolution 12 – Hillside Repairs

Motion by Salter, second by McDowell, CARRIED, to accept the proposal from the Conservation District to provide services for the restoration of the hill adjacent to 115 Lake Street. Roll Call Vote: 5 yes, 2 absent.

Pathway Repairs

Motion by Nordlund, second by Salter, CARRIED, to authorize staff to move forward with repairs to the White Lake Pathway adjacent to 115 Lake Street. Roll Call Vote: 5 yes, 2 absent.

Director Huebler reported that we can move forward with repairs under the emergency provisions of the City's purchasing ordinance. One bid has already been submitted which is well below the engineers estimate of \$65,000.

Downtown Clock Repairs

Huebler noted that one side of the downtown clock is not working and will cost over \$7,000 to fix. Repairs have become more frequent and more expensive. The Board agreed to move forward with replacing the clock as budgeted with a similar style. Staff will submit options in October.

Fire Pit

The Board would like to pursue installing a push button activation switch for the fire pit similar to the Splash Pad in Goodrich Park. This will allow use when people are actually at the pit and hopefully reduce costs when it is running with nobody there.

PUBLIC COMMENT

ADJOURNMENT

There being no further business, motion by Guinon, second by Nordlund, CARRIED, to adjourn the meeting at 1:29 p.m. All voted yes.

**CEDAR CREEK TOWNSHIP
6556 SWEETER RD
TWIN LAKE, MI 49457
PHONE: 231-821-0014**

August 2, 2022

City of Whitehall
405 E. Colby St.
Whitehall, MI 49461

Dear Council Members,

This is to notify you that the Cedar Creek Township Board will be holding a public hearing during its meeting at 6:00 p.m. on September 6, 2022 at the Township Hall located at 6556 Sweeter Rd in Twin Lake to consider an ordinance to allow the operation of Off Road Vehicles on roads within the Township, as permitted by Section 81131 of the Natural Resources and Environmental Protection Act, MCL 324.81131. You are welcome to attend the meeting, submit written comments, or call the Township Supervisor, Linda Aerts, with any questions or concerns at 231-821-0014.

Sincerely,

Linda M. Aerts
Cedar Creek Township Supervisor

**Whitehall Zoning Board of Appeals
Meeting Minutes
July 28, 2022**

Present

B. Clauss, J. Cole, T. DeMumbrum, E. Dennis, G Hillebrand, D. Krainer, B. Mann

Absent

Also Present

Zoning Administrator S. Huebler

Call To Order

Vice Chair Krainer called the meeting to order at 6:02 p.m.

Agenda

Motion by Clauss, second by Dennis, CARRIED, to approve the agenda as submitted. All voted yes.

Minutes

Motion by Clauss, second by Hillebrand, CARRIED, to approve the March 2, 2022 meeting minutes as presented. All voted yes.

Public Hearing

Krainer opened the hearing at 6:04 p.m.

Aaron Smith, New Standard, submitted written and verbal opposition to the adult use marihuana variance. John Phillips, Great Lakes Natural Remedies, has owned the building for the last three years but missed out on the adult use conversations. The more stores that are allowed, the more revenue will be generated for the City. It is better zoning practice to cluster these types of business.

Rob Morgan and John Sowden, Gill-Roy's Hardware, discussed the safety and training features of their proposed propane dispensing. Keith Heidelberg, WLFA, commented that there are no public safety issues with the propane tank. It will have to meet fire code with some minor tweaks.

Huebler clarified that none of the medical marihuana license holders were contacted regarding expiration of their licenses. It was always their responsibility to renew. The City received a letter from Brian and Kristen Tank, 204 Hall, opposing the marihuana variance. DPW Director Brian Armstrong was informed by Karl Reed, LARA storage tank inspector, that there typically are no issues with above ground propane tanks.

There being no other comment, Krainer closed the hearing at 6:11 p.m.

Communications

Unfinished Business

New Business

- Resolution 22-05: Great Lakes Use Variance

DeMumbrum entered at this time.

Motion by Mann, second by Cole, FAILED, to approve Resolution 5 effectively denying the requested variance as submitted. Roll Call Vote: 0 yes, 7 no.

The Board concluded that the variance would not change the essential character of the neighborhood but that it failed on the other three criteria.

- Resolution 22-06: Gill-Roy's Hardware Use Variance

Motion by Mann, second by Krainer, FAILED, to approve Resolution 6 effectively denying the requested variance as submitted. Roll Call Vote: 2 yes (Cole, DeMumbrum), 5 no.

The Board found that the variance would not change the essential character of the neighborhood but the majority was of the opinion that it did not meet the other three criteria.

Public Comment

Adjournment

There being no further business, motion by Clauss, second by Mann, CARRIED, to adjourn the meeting at 6:43 p.m. All voted yes.

CITY OF WHITEHALL
RESOLUTION 22-41
Right of Way Easements

- WHEREAS, the City is moving forward with reconstruction of the south end of Mears Avenue, scheduled for 2023.
- WHEREAS, the reconstruction requires easements for street and sidewalk improvements.
- WHEREAS, City Attorney Ben Reider has drafted easement agreements as attached.
- WHEREAS, City Charter §4.31 gives the City Council authority to acquire property rights for any public purpose.
- WHEREAS, City Manager Scott Huebler is recommending approval to acquire the easements for a sum of \$1 each.

NOW, THEREFORE, LET IT BE RESOLVED

That the Whitehall City Council does hereby authorize the City Manager to execute easement agreements with Jennifer Grow, Lebanon Lutheran Church, and Nancy Thomas as recommended.

Moved by _____, seconded by _____, and thereafter adopted by the City Council of the City of Whitehall, at a regular meeting held August 9, 2022 at 6:00 p.m.

(_ yes, _ no, _ absent).

Steve Salter, Mayor

Brenda Bourdon, City Clerk

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is made on _____, 2022 ("Effective Date"), between **William H. Grow and Jennifer A. Grow, as Trustees of the William and Jennifer Grow Living Trust dated September 9, 2008, as amended**, of 1821 S. Mears Avenue, Whitehall, Michigan 49461 ("Grantor"), and the **City of Whitehall**, a Michigan municipal corporation, of 405 E. Colby Street, Whitehall, Michigan 49461 ("Grantee"), with reference to the following facts:

Background

A. Grantor owns the real property commonly known as 1821 S. Mears Avenue, Whitehall, Michigan 49461, and legally described on the attached **Exhibit A** ("Grantor Parcel").

B. Grantor has agreed to grant to Grantee a perpetual non-exclusive easement, over, under, and across a portion of land legally described and depicted on **Exhibit A** ("Easement Property") in order to construct, install, repair, replace, improve, modify, and maintain the public road commonly known as Mears Avenue, a portion of which is on the Grantor Parcel.

Therefore, for and in consideration of \$1.00, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **Grant of Easement.** Grantor grants to Grantee, its agents, successors and assigns, a non-exclusive easement and right of way with respect to the Easement Property for the purposes, and on the terms and conditions, set forth herein (the "Easement").
2. **Use.** The Easement shall be used for the purpose of constructing, installing, repairing, replacing, improving, modifying, and maintaining a public road and its appurtenances and accessories within the Easement Property. The Easement shall include the Grantee's right to enter upon the Easement Property at such times as are reasonably necessary to construct, install, repair, replace, improve, modify, and maintain, and inspect the public road within the Easement Property. Following any such construction activity by Grantee, Grantee shall restore the Easement Property to the same condition it was in immediately prior to such construction activity, insofar as reasonably possible.
3. **Obstructions.** Except for the trees and bushes currently located within the Easement Property as of the Effective Date of this Agreement, Grantor agrees not to construct or allow any buildings, fences, trees, bushes, barrier, or other obstructions within the Easement Property so as to prevent Grantee from utilizing the Easement as intended by this Agreement. Grantee agrees that its use of the Easement shall not unreasonably interfere with the use of the Grantor Parcel by Grantor or its successors, assigns or tenants. Further, Grantee agrees not to remove any trees that are located within the Easement Property as of the Effective Date of this Agreement.
4. **Warranty.** The parties warrant that they have the right and authority to enter into this Agreement.

5. **Binding Effect.** This Agreement is binding on the parties and their respective heirs, successors, and assigns.
6. **Runs with the Land.** The Easement burdens the Grantor Parcel and shall run with the land.
7. **Recording.** Grantee shall record this Easement Agreement with the Muskegon County Register of Deeds, and Grantee shall pay all recording costs.
8. **Amendment.** This Agreement may be amended only by written agreement signed by the owner of the Grantor Parcel and Grantee.
9. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, both written and oral, with respect to the subject matter hereof.
10. **Counterparts.** This Agreement may be executed in counterparts, and each set of duly delivered identical counterparts which includes all signatories, shall be deemed to be one original document.
11. **Governing Law.** This Agreement will be governed by and interpreted in accordance with the laws of the State of Michigan.
12. **Full Execution.** This Agreement requires the signature of all parties. Until fully executed, on a single copy or in counterparts, this Agreement is of no binding force or effect and if not fully executed, this Agreement is void.
13. **Exempt from Transfer Tax.** This Agreement is exempt from transfer tax pursuant to MCLA 207.505(a) and MCLA 207.526(a))

[Signatures to appear on the following pages]

This Agreement shall be effective as of the Effective Date first written above.

GRANTOR:

**William and Jennifer Grow Living Trust
dated September 9, 2008, as amended**

By: _____

Name: William H. Grow

Title: Trustee

Date: _____

By: _____

Name: Jennifer A. Grow

Title: Trustee

Date: _____

STATE OF MICHIGAN)
COUNTY OF MUSKEGON)

The foregoing instrument was acknowledged before me in Muskegon County, Michigan, on _____, 2022 by William H. Grow and Jennifer A. Grow, as Trustees of the William and Jennifer Grow Living Trust dated September 9, 2008, as amended.

_____, Notary Public
Muskegon County, Michigan
My Commission Expires: _____

GRANTEE:

City of Whitehall

By: _____

Name: Scott K. Huebler

Title: City Manager

Date: _____

STATE OF MICHIGAN)
COUNTY OF MUSKEGON)

The foregoing instrument was acknowledged before me in Muskegon County, Michigan, on _____, 2022 by Scott K. Huebler, as City Manager of the City of Whitehall.

_____, Notary Public

Muskegon County, Michigan

My Commission Expires: _____

Drafted by and when recorded return to:
PARMENTER LAW
Attn: Benjamin P. Reider
601 Terrace Street, Suite 200
Muskegon, MI 49440

EXHIBIT A

[See attached]

EASEMENT SKETCH

61-22-033-300-0036-00

EXHIBIT "A"



SCALE : 1" = 40'

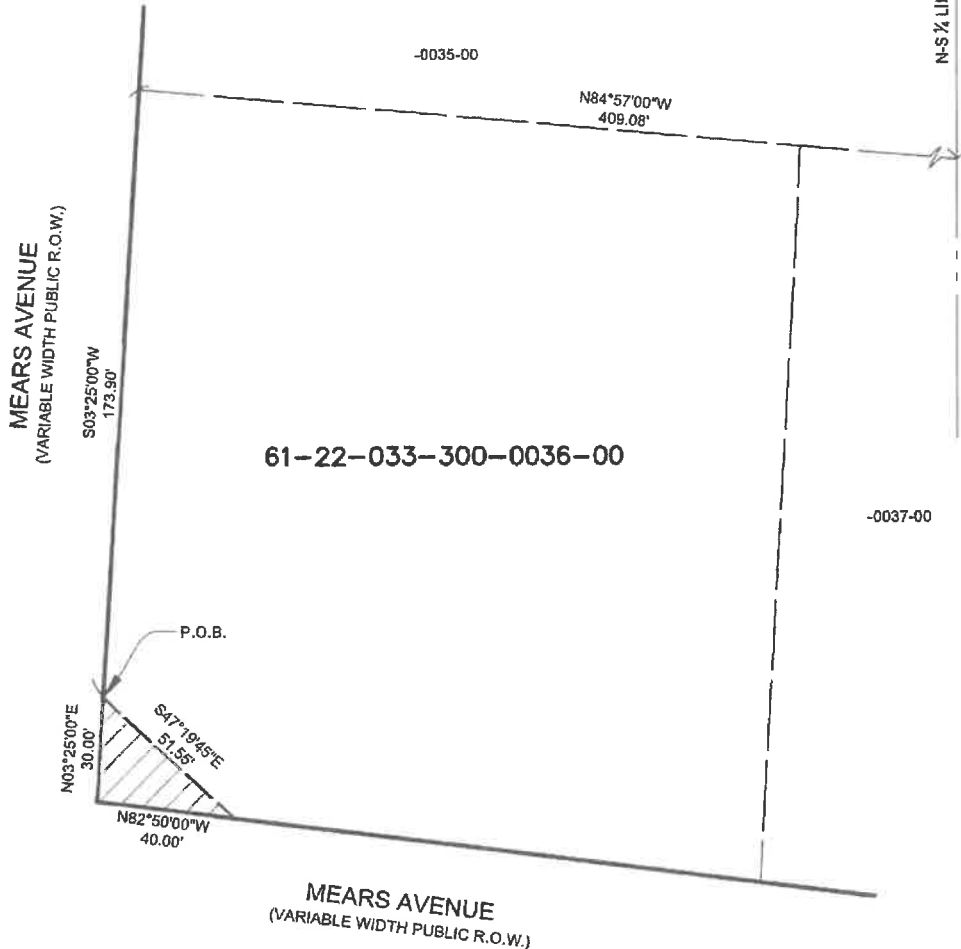


SUBJECT PARCEL (DEED DESCRIPTION L. 3791, P. 608)
 BEGINNING 1660 FEET SOUTH AND N84°57'00"W 219.66 FEET FROM* THE CENTER OF SECTION 33, T12N, R17W, CITY OF WHITEHALL, MUSKEGON COUNTY, MICHIGAN; THENCE CONTINUING N84°57'00"W 189.42 FEET; THENCE S03°25'00"W 203.9 FEET; THENCE S82°50'00"E 190.74 FEET; THENCE N03°09'00"E 210.99 FEET TO THE POINT OF BEGINNING.
 *DEED READS "OF", CORRECTED FOR CLARITY

EASEMENT DESCRIPTION
 COMMENCING AT THE CENTER OF SECTION 33, T12N, R17W, CITY OF WHITEHALL, MUSKEGON COUNTY, MICHIGAN; THENCE SOUTH 1660.00 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION; THENCE N84°57'00"W 409.08 FEET MORE OR LESS TO THE EASTERLY RIGHT OF WAY LINE OF MEARS AVENUE; THENCE S03°25'00"W ALONG SAID RIGHT OF WAY LINE 173.90 FEET TO THE POINT OF BEGINNING; THENCE S47°19'45"E 51.55 FEET, MORE OR LESS, TO THE NORTHERLY RIGHT OF WAY LINE OF MEARS AVENUE; THENCE N82°50'00"W 40.00 FEET TO THE INTERSECTION OF SAID NORTHERLY AND EASTERLY RIGHT OF WAY LINES; THENCE N03°25'00"W ALONG SAID EASTERLY RIGHT OF WAY LINE 30.00 FEET TO THE POINT OF BEGINNING.
 (599 SQUARE FEET)

CENTER OF SEC 33,
 T12N, R17W

N-S 1/4 LINE SEC 33, T12N, R17W
 S00°00'00"W 1600.00'



PROJECT - 222045, Easement - EXHIBIT "A" - 035 - May 11, 2022 - 04:46pm

Prein & Newhof
 Engineers • Surveyors • Environmental • Laboratory
 3355 Evergreen Drive NE t. (616) 364-8491
 Grand Rapids, MI 49525 f. (616) 364-6955
 www.preinnewhof.com info@preinnewhof.com

CLIENT:
 CITY OF WHITEHALL
 405 E. COLBY
 WHITEHALL, MI 49461

LOCATED IN : SECTION 33
 TOWN 12 NORTH, RANGE 17 WEST
 CITY OF WHITEHALL,
 MUSKEGON COUNTY, MICHIGAN
 Date : 05/12/2022 PAGE
 Project No. 2220456 1 OF 1

SIDEWALK EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is made on _____, 2022 ("Effective Date"), between the **Lebanon Lutheran Church**, a Michigan ecclesiastical corporation ("Grantor"), and the **City of Whitehall**, a Michigan municipal corporation, of 405 E. Colby Street, Whitehall, Michigan 49461 ("Grantee"), with reference to the following facts:

Background

A. Grantor owns the real property commonly known as 1101 S. Mears Avenue, Whitehall, Michigan 49461, and legally described on the attached **Exhibit A** ("Grantor Parcel").

B. Grantor has agreed to grant to Grantee a perpetual non-exclusive easement, over, under, and across a strip of land legally described and depicted on **Exhibit A** ("Easement Property") in order to construct, install, repair, replace, improve, modify, and maintain a pedestrian sidewalk, a portion of which is currently located on the Grantor Parcel.

Therefore, for and in consideration of \$1.00, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **Grant of Easement.** Grantor grants to Grantee, its agents, successors and assigns, a non-exclusive easement and right of way with respect to the Easement Property for the purposes, and on the terms and conditions, set forth herein (the "Easement").
2. **Use.** The Easement shall be used for the purpose of constructing, installing, repairing, replacing, improving, modifying, and maintaining a sidewalk and its appurtenances and accessories within the Easement Property. The Easement shall include the Grantee's right to enter upon the Easement Property at such times as are reasonably necessary to construct, install, repair, replace, improve, modify, and maintain, and inspect the sidewalk within the Easement Property. Following any such construction activity by Grantee, Grantee shall restore the Easement Property to the same condition it was in immediately prior to such construction activity, insofar as reasonably possible.
3. **Obstructions.** Grantor agrees not to construct or allow any buildings, fences, trees, barrier, or other obstructions within the Easement Property so as to prevent Grantee from utilizing the Easement as intended by this Agreement. Grantee agrees that its use of the Easement shall not unreasonably interfere with the use of the Grantor Parcel by Grantor or its successors, assigns or tenants.
4. **Warranty.** The parties warrant that they have the right and authority to enter into this Agreement.
5. **Binding Effect.** This Agreement is binding on the parties and their respective heirs, successors, and assigns.

6. **Runs with the Land.** The Easement burdens the Grantor Parcel and shall run with the land.

7. **Recording.** Grantee shall record this Easement Agreement with the Muskegon County Register of Deeds, and Grantee shall pay all recording costs.

8. **Amendment.** This Agreement may be amended only by written agreement signed by the owner of the Grantor Parcel and Grantee.

9. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, both written and oral, with respect to the subject matter hereof.

10. **Counterparts.** This Agreement may be executed in counterparts, and each set of duly delivered identical counterparts which includes all signatories, shall be deemed to be one original document.

11. **Governing Law.** This Agreement will be governed by and interpreted in accordance with the laws of the State of Michigan.

12. **Full Execution.** This Agreement requires the signature of all parties. Until fully executed, on a single copy or in counterparts, this Agreement is of no binding force or effect and if not fully executed, this Agreement is void.

13. **Exempt from Transfer Tax.** This Agreement is exempt from transfer tax pursuant to MCLA 207.505(a) and MCLA 207.526(a))

This Agreement shall be effective as of the Effective Date first written above.

GRANTOR:

Lebanon Lutheran Church

By: _____

Name: _____

Title: _____

Date: _____

STATE OF MICHIGAN)
COUNTY OF MUSKEGON)

The foregoing instrument was acknowledged before me in Muskegon County, Michigan, on _____, 2022 by _____, as _____, of the Lebanon Lutheran Church, a Michigan ecclesiastical corporation.

_____, Notary Public

Muskegon County, Michigan

My Commission Expires: _____

GRANTEE:

City of Whitehall

By: _____
Name: Scott K. Huebler
Title: City Manager
Date: _____

STATE OF MICHIGAN)
COUNTY OF MUSKEGON)

The foregoing instrument was acknowledged before me in Muskegon County, Michigan, on _____, 2022 by Scott K. Huebler, as City Manager of the City of Whitehall.

_____, Notary Public
Muskegon County, Michigan
My Commission Expires: _____

Drafted by and when recorded return to:
PARMENTER LAW
Attn: Benjamin P. Reider
601 Terrace Street, Suite 200
Muskegon, MI 49440

EXHIBIT A

[See attached]

EASEMENT SKETCH

61-22-350-001-0001-20

EXHIBIT "A"



SCALE : 1" = 40'

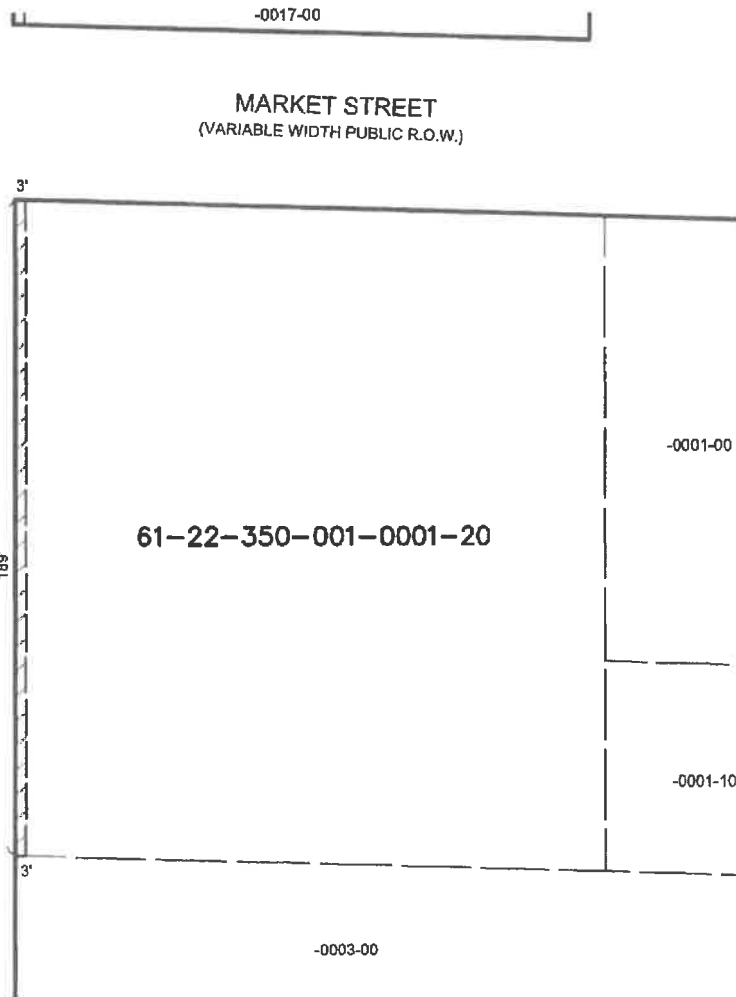


SUBJECT PARCEL (DEED DESCRIPTION L. 1, P. 21)

LOT 2 AND THE WEST 20 FEET OF LOT 1, BLOCK 1, JOHNSON'S ADDITION TO THE CITY OF WHITEHALL, MUSKEGON, COUNTY, MICHIGAN, ACCORDING TO THE RECORDED PLAT THEREOF AS RECORDED IN LIBER 1 OF PLATS, PAGE 21.

EASEMENT DESCRIPTION

THE WEST 3.00 FEET OF THE ABOVE DESCRIBED SUBJECT PARCEL ADJOINING THE EASTERLY RIGHT OF WAY LINE OF MEARS AVENUE. (567 SQUARE FEET)



HOLIDAY - 2220456, Licensure No. - EUGENE SECH - 003 - B - Iss. 11 2022 - 04/1/22

Prein & Newhof
 Engineers • Surveyors • Environmental • Laboratory

3355 Evergreen Drive NE t. (616) 364-8491
 Grand Rapids, MI 49525 f. (616) 364-6955
 www.preinnewhof.com info@preinnewhof.com

CLIENT:
 CITY OF WHITEHALL
 405 E. COLBY
 WHITEHALL, MI 49461

LOCATED IN : SECTION 33
 TOWN 12 NORTH, RANGE 17 WEST
 CITY OF WHITEHALL,
 MUSKEGON COUNTY, MICHIGAN

Date : 05/12/2022
 Project No. 2220456

PAGE
 1 OF 1

SIDEWALK EASEMENT AGREEMENT

This Easement Agreement (“Agreement”) is made on _____, 2022 (“Effective Date”), between **Nancy J. Thomas**, individually, of 1029 S. Mears Avenue, Whitehall, Michigan 49461 (“Grantor”), and the **City of Whitehall**, a Michigan municipal corporation, of 405 E. Colby Street, Whitehall, Michigan 49461 (“Grantee”), with reference to the following facts:

Background

A. Grantor owns the real property commonly known as 1029 S. Mears Avenue, Whitehall, Michigan 49461, and legally described on the attached **Exhibit A** (“Grantor Parcel”).

B. Grantor has agreed to grant to Grantee a perpetual non-exclusive easement, over, under, and across a strip of land legally described and depicted on **Exhibit A** (“Easement Property”) in order to construct, install, repair, replace, improve, modify, and maintain a pedestrian sidewalk, a portion of which is currently located on the Grantor Parcel.

Therefore, for and in consideration of \$1.00, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **Grant of Easement.** Grantor grants to Grantee, its agents, successors and assigns, a non-exclusive easement and right of way with respect to the Easement Property for the purposes, and on the terms and conditions, set forth herein (the “Easement”).

2. **Use.** The Easement shall be used for the purpose of constructing, installing, repairing, replacing, improving, modifying, and maintaining a sidewalk and its appurtenances and accessories within the Easement Property. The Easement shall include the Grantee’s right to enter upon the Easement Property at such times as are reasonably necessary to construct, install, repair, replace, improve, modify, and maintain, and inspect the sidewalk within the Easement Property. Following any such construction activity by Grantee, Grantee shall restore the Easement Property to the same condition it was in immediately prior to such construction activity, insofar as reasonably possible.

3. **Obstructions.** Grantor agrees not to construct or allow any buildings, fences, trees, barrier, or other obstructions within the Easement Property so as to prevent Grantee from utilizing the Easement as intended by this Agreement. Grantee agrees that its use of the Easement shall not unreasonably interfere with the use of the Grantor Parcel by Grantor or its successors, assigns or tenants.

4. **Warranty.** The parties warrant that they have the right and authority to enter into this Agreement.

5. **Binding Effect.** This Agreement is binding on the parties and their respective heirs, successors, and assigns.

6. **Runs with the Land.** The Sidewalk Easement burdens the Grantor Parcel and shall run with the land.

7. **Recording.** Grantee shall record this Easement Agreement with the Muskegon County Register of Deeds, and Grantee shall pay all recording costs.

8. **Amendment.** This Agreement may be amended only by written agreement signed by the owner of the Grantor Parcel and Grantee.

9. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, both written and oral, with respect to the subject matter hereof.

10. **Counterparts.** This Agreement may be executed in counterparts, and each set of duly delivered identical counterparts which includes all signatories, shall be deemed to be one original document.

11. **Governing Law.** This Agreement will be governed by and interpreted in accordance with the laws of the State of Michigan.

12. **Full Execution.** This Agreement requires the signature of all parties. Until fully executed, on a single copy or in counterparts, this Agreement is of no binding force or effect and if not fully executed, this Agreement is void.

13. **Exempt from Transfer Tax.** This Agreement is exempt from transfer tax pursuant to MCLA 207.505(a) and MCLA 207.526(a))

This Agreement shall be effective as of the Effective Date first written above.

GRANTOR:

Nancy J. Thomas

Date: _____

STATE OF MICHIGAN)
COUNTY OF MUSKEGON)

The foregoing instrument was acknowledged before me in Muskegon County, Michigan, on _____, 2022 by Nancy J. Thomas.

_____, Notary Public

Muskegon County, Michigan

My Commission Expires: _____

GRANTEE:

City of Whitehall

By: _____
Name: Scott K. Huebler
Title: City Manager
Date: _____

STATE OF MICHIGAN)
COUNTY OF MUSKEGON)

The foregoing instrument was acknowledged before me in Muskegon County, Michigan, on _____, 2022 by Scott K. Huebler, as City Manager of the City of Whitehall.

_____, Notary Public
Muskegon County, Michigan
My Commission Expires: _____

Drafted by and when recorded return to:
PARMENTER LAW
Attn: Benjamin P. Reider
601 Terrace Street, Suite 200
Muskegon, MI 49440

EXHIBIT A

[See attached]

EASEMENT SKETCH

61-22-033-100-0017-00

EXHIBIT "A"



SCALE : 1" = 40'

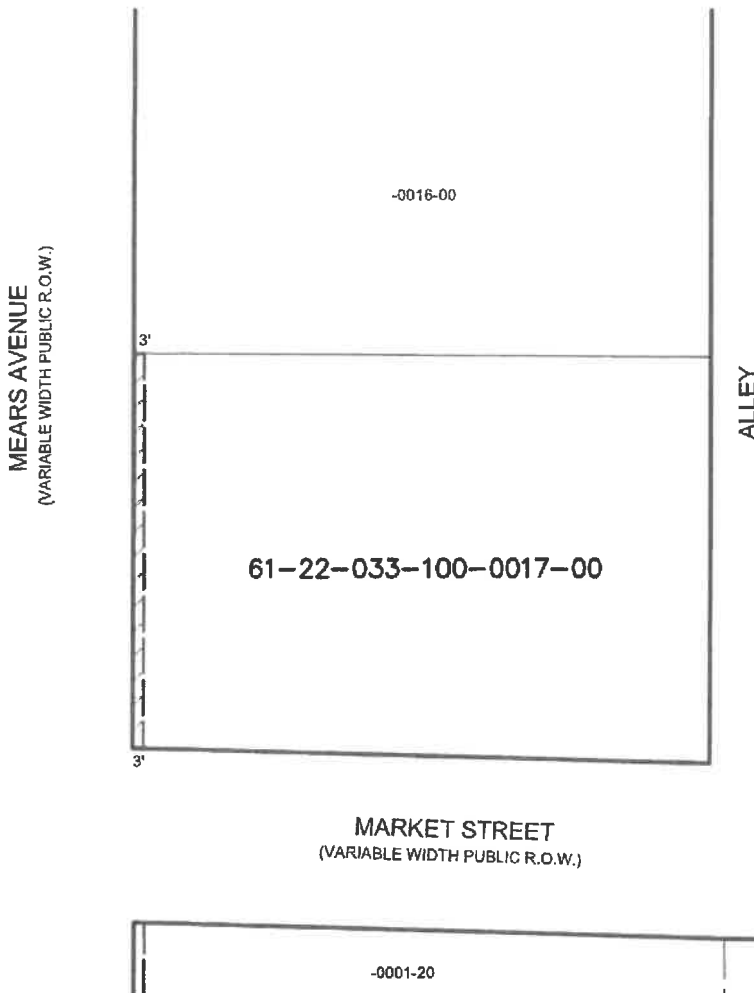


SUBJECT PARCEL (DEED DESCRIPTION L. 1764, P. 395)

BEGINNING AT A POINT 1140 FEET SOUTH OF THE SOUTH LINE OF LEWIS STREET ON THE EAST LINE OF MEARS AVENUE RUNNING THENCE EAST 165 FEET; THENCE SOUTH 120 FEET, MORE OR LESS, TO THE NORTH LINE OF MARKET STREET; THENCE WEST 165 FEET TO THE EAST LINE OF MEARS AVENUE; THENCE NORTH ALONG THE EAST LINE OF MEARS AVENUE 120 FEET, MORE OR LESS, TO POINT OF BEGINNING, SECTION 33, T12N, R17W, CITY OF WHITEHALL, MUSKEGON COUNTY, MICHIGAN.
 EXCEPT: ANY PORTION OF LAND WITHIN THE RIGHT OF WAY OF MARKET STREET LYING SOUTH OF THE NORTH LINE OF MARKET STREET HEREBY DESCRIBED AS FOLLOWS: COMMENCING ON THE WEST LINE OF DIVISION STREET AND 50.00 FEET NORTH OF THE SOUTH LINE OF MARKET STREET FOR A POINT OF BEGINNING BEING S00°07'05"W 1301.27 FEET AND N88°16'10"W 40.02 FEET FROM THE NORTH 1/4 CORNER OF SECTION 33, T12N, R17W; THENCE PARALLEL WITH THE SOUTH LINE OF MARKET STREET N88°16'10"W 165.93 FEET TO THE EAST LINE OF MEARS AVENUE AND THE POINT OF ENDING.

EASEMENT DESCRIPTION

THE WEST 3.00 FEET OF THE ABOVE DESCRIBED SUBJECT PARCEL ADJOINING THE EASTERLY RIGHT OF WAY LINE OF MEARS AVENUE.
 (360 SQUARE FEET)



PREIN & NEWHOF ENGINEERS, SURVEYORS & ENVIRONMENTAL LABORATORY

Prein & Newhof
 Engineers • Surveyors • Environmental • Laboratory

3355 Evergreen Drive NE t. (616) 364-8491
 Grand Rapids, MI 49525 f. (616) 364-6955
 www.preinnewhof.com info@preinnewhof.com

CLIENT:
 CITY OF WHITEHALL
 405 E. COLBY
 WHITEHALL, MI 49461

LOCATED IN : SECTION 33
 TOWN 12 NORTH, RANGE 17 WEST
 CITY OF WHITEHALL,
 MUSKEGON COUNTY, MICHIGAN

Date : 05/12/2022
 Project No. 2220456

PAGE
 1 OF 1

CITY OF WHITEHALL
RESOLUTION 22-42
Lot Split Request

- WHEREAS, 56 Nash has submitted a lot split request for 1627 Mears Avenue.
- WHEREAS, City Ordinances require approval by the City Council and allows the Council to refer requests to the Planning Commission for review and recommendation.
- WHEREAS, operating practice has been to initiate the review process with Planning.
- WHEREAS, the property owners failed to submit a lot split application in a timely fashion to be considered by the Planning Commission at their August 2 meeting.
- WHEREAS, the property owners have already completed the sale of the portion under consideration to be split from 1627 Mears.

NOW, THEREFORE, LET IT BE RESOLVED

That the City Council does hereby waive referral to the Planning Commission and approves the lot split as requested.

Moved by _____, seconded by _____, and thereafter adopted by the Whitehall City Council at a regular meeting held on Tuesday, August 9, 2022 at 6:00 p.m. (_ yes, _ no, _ absent).

Steven Salter, Mayor

Brenda Bourdon, City Clerk



CITY OF WHITEHALL APPLICATION FOR LOT SPLIT

Address of Subject Property:	1627 SOUTH MEARS
Owner:	SG NASH
Address (if different than subject property):	
Phone/Email:	
Applicant/Business Name (if different than owner):	SG NASH
Address:	4876 BLUFF RD
Phone/Email:	231 894-5241

Applicants **SHALL** submit two surveys with legal descriptions signed and sealed by a licensed surveyor – one as the property currently exists (parent parcel) and one depicting the lots subject to the lot split request. The survey drawn to a legible scale shall depict property lines; length of property lines; utility easements; street right-of-way lines; existing structures; existing driveways and parking areas; size in acres of the parent parcel; scale; and any other information required by the Planning Commission, City Council, or Zoning Administrator.

Splits must comply with the requirements of Michigan Public Act 288 of 1967, as amended, City of Whitehall Zoning Ordinance Article 28, and the specific development standards of the zoning district in which the subject property is located.

I do hereby affirm that the information provided is true and correct to the best of my knowledge.


9/3/22

 Signature of Applicant Date

Fee: \$100.00 Paid on: _____ Received by: _____

OFFICE USE ONLY

- APPROVED
- DENIED

COMMENTS/PROVISIONS:

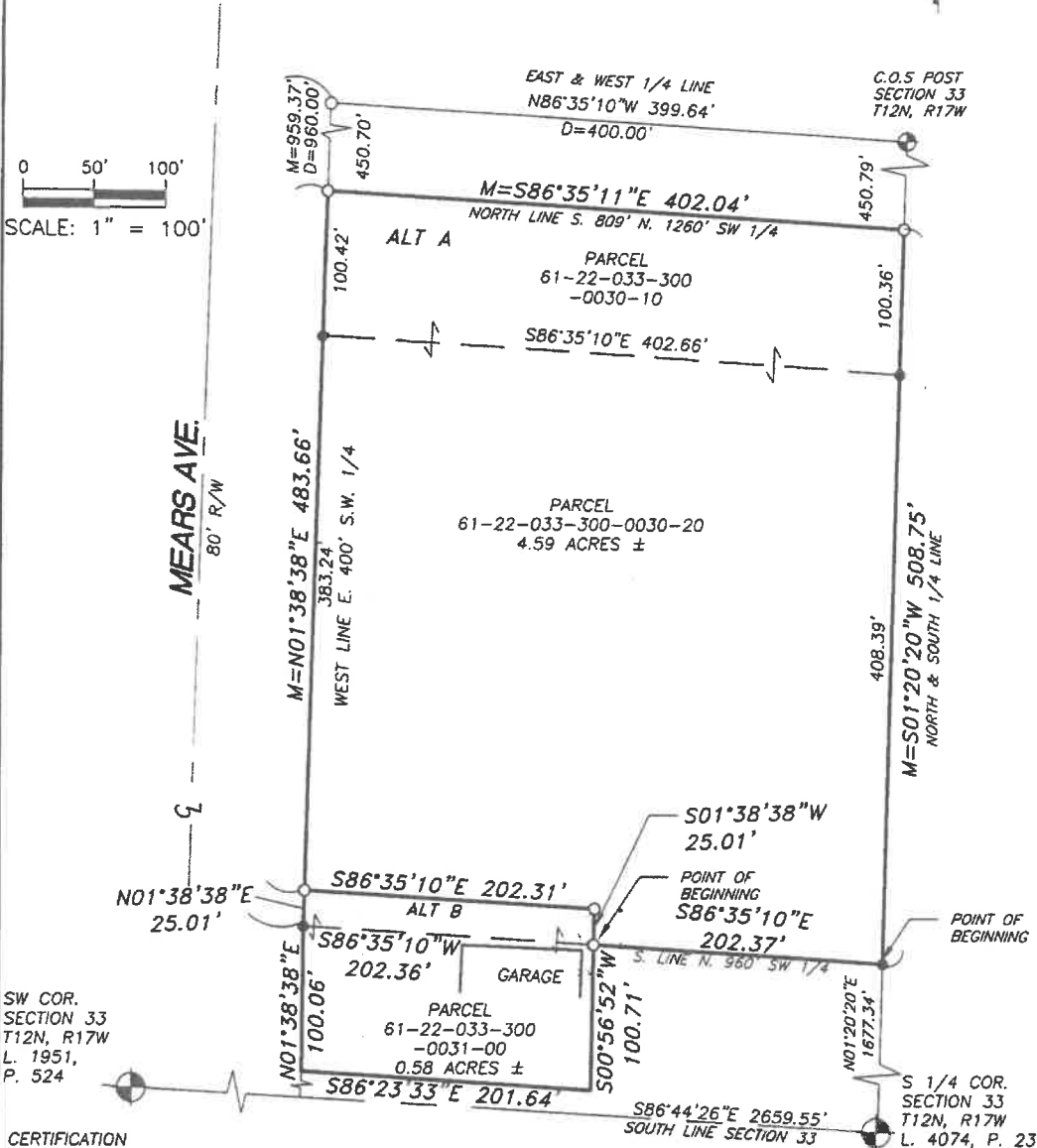
ZONING ADMINISTRATOR

DATE OF ACTION

Return to: City of Whitehall, 405 E. Colby St., Whitehall, MI 49461

WESTSHORE ENGINEERING & SURVEYING ENVIRONMENTAL CERTIFICATE OF SURVEY

FOR: WINBERG CONSTRUCTION, INC.
FURNISHED DESCRIPTION: SEE SHEETS 2 & 3



CERTIFICATION
AS A PROFESSIONAL LAND SURVEYOR OF THE STATE OF MICHIGAN, I DO HEREBY CERTIFY TO SUGAR MAPLE CONSTRUCTION, THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF, I HAVE SURVEYED THE PROPERTY AS DESCRIBED AND SHOWN HEREIN AND THAT THERE EXISTS NO VISIBLE ENCROACHMENTS ON SAID PROPERTY UNLESS NOTED AND THAT THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH PUBLIC ACT 132 OF 1970, AS AMENDED. THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH A DESCRIPTION FURNISHED BY OTHERS AND SHOULD BE COMPARED TO THE ABSTRACT OF TITLE OR TITLE POLICY FOR ACCURACY, EASEMENTS, OR EXCEPTIONS. THIS SURVEY DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESSED RECERTIFICATION BY THE SURVEYOR.

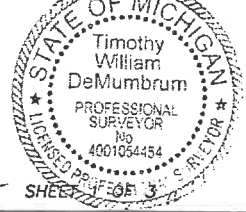
THE RELATIVE POSITIONAL PRECISION OF EACH CORNER SHOWN ON THIS SURVEY IS WITHIN THE LIMITS ACCEPTED BY THE PRACTICE OF PROFESSIONAL SURVEYING. BEARINGS SHOWN ARE REFERENCED TO THE MICHIGAN STATE PLANE COORDINATE SYSTEM. MCS83, (2011) SOUTH ZONE.

LEGEND

M	MEASURED DIMENSION
C	CALCULATED DIMENSION
R	RECORD DIMENSION
D	DEED DIMENSION
○	SET IRON
●	FOUND IRON
—	FENCE
⊙	SECTION CORNER

[Signature]
TIMOTHY W. DEMUMBRUM
P.S. NO. 54454
2534 BLACK CREEK ROAD
MUSKEGON, MI. 49444
PHONE : (231)777-3447
© COPYRIGHT 2022

DATE: 5/12/22



FILE NO: 03496-0037
SCALE: 1" = 150'
SURVEYED BY: JDK/GJD
DRN BY: MMT



WESTSHORE
ENGINEERING & SURVEYING
ENVIRONMENTAL

CERTIFICATE OF SURVEY

FOR: WINBERG CONSTRUCTION, INC.

FURNISHED DESCRIPTIONS:

PARCEL: 61-22-033-300-0030-10
CITY OF WHITEHALL
NORTH 100 FEET OF THE SOUTH 809 FEET OF THE
NORTH 1260 FEET OF THE EAST 400 FEET
OF THE SOUTHWEST 1/4
SECTION 33, TOWN 12 NORTH, RANGE 17 WEST.
SUBJECT TO RESTRICTIVE COVENANTS L 3521 P 394
AND 2ND AMENDMENT L 3521 P 395

PARCEL: 61-22-033-300-0030-20
CITY OF WHITEHALL
SOUTH 809 FEET OF THE NORTH 1260 FEET OF THE
EAST 400 FEET OF THE SOUTHWEST 1/4
EXCLUDING THE SOUTH 300 FEET OF THE WEST 200 FEET
AND EXCLUDING THE NORTH 100 FEET THEREOF
AND EXCLUDING THE EAST 200 FEET OF THE SOUTH 300 FEET
SECTION 33, TOWN 12 NORTH, RANGE 17 WEST.

PARCEL: 61-22-033-300-0031-00
CITY OF WHITEHALL
SECTION 33, TOWN 12 NORTH, RANGE 17 WEST.
COMMENCING AT THE CENTER POST OF SECTION 33;
THENCE WEST ALONG THE EAST & WEST 1/4 LINE 400 FEET TO THE EAST LINE OF MEARS AVE;
THENCE SOUTH ALONG EAST LINE OF MEARS AVE 960 FEET TO POINT OF BEGINNING;
THENCE EAST PARALLEL WITH EAST & WEST 1/4 LINE 200 FEET;
THENCE SOUTH PARALLEL WITH EAST LINE OF MEARS AVE 100 FEET;
THENCE WEST PARALLEL WITH EAST & WEST 1/4 LINE 200 FEET TO THE EAST LINE OF MEARS AVE;
THENCE NORTH ALONG EAST LINE OF MEARS AVE 100 FEET TO THE POINT OF BEGINNING.

ADJACENT LAND TRANSFER PARCEL "B"
CITY OF WHITEHALL
SECTION 33, TOWN 12 NORTH, RANGE 17 WEST.
COMMENCING AT THE SOUTHWEST CORNER OF SECTION 33;
THENCE SOUTH 86 DEGREE 44 MINUTES 26 SECONDS EAST, ALONG THE SOUTH LINE OF SECTION 33, A
DISTANCE OF 2659.55 FEET;
THENCE NORTH 01 DEGREE 20 MINUTES 20 SECONDS EAST, ALONG THE NORTH AND SOUTH 1/4 LINE, A
DISTANCE OF 1677.34 FEET;
THENCE SOUTH 86 DEGREES 35 MINUTES 10 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTH 960.00'
OF THE SOUTHWEST 1/4, A DISTANCE OF 202.37 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUE NORTH 86 DEGREES 35 MINUTES 10 SECONDS WEST, ALONG THE SOUTH LINE OF THE
NORTH 960.00' OF THE SOUTHWEST 1/4, A DISTANCE OF 202.36 FEET;
THENCE NORTH 01 DEGREE 38 MINUTES 38 SECONDS EAST, ALONG SAID EAST LINE OF MEARS AVE, ALSO
BEING THE WEST LINE OF THE EAST 400.00' OF THE SOUTHWEST 1/4, A DISTANCE OF 25.01 FEET;
THENCE SOUTH 86 DEGREES 35 MINUTES 10 SECONDS EAST, A DISTANCE OF 202.31 FEET;
THENCE SOUTH 01 DEGREE 38 MINUTES 38 SECONDS WEST, A DISTANCE OF 25.01 FEET
TO THE POINT OF BEGINNING.
SAID PARCEL CONTAINS 0.12 ACRES, MORE OR LESS.

NEW COMBINED PARCEL: 61-22-033-300-0030-20 WITH PARCEL 61-22-033-300-0030-10

CITY OF WHITEHALL
SECTION 33, TOWN 12 NORTH, RANGE 17 WEST.
COMMENCING AT THE SOUTHWEST CORNER OF SECTION 33;
THENCE SOUTH 86 DEGREE 44 MINUTES 26 SECONDS EAST, ALONG THE SOUTH LINE OF SECTION 33, A
DISTANCE OF 2659.55 FEET;
THENCE NORTH 01 DEGREE 20 MINUTES 20 SECONDS EAST, ALONG THE NORTH AND SOUTH 1/4 LINE, A
DISTANCE OF 1677.34 FEET TO THE SOUTH LINE OF THE NORTH 960.00 FEET OF THE SOUTHWEST 1/4 AS
MONUMENTED, AND THE POINT OF BEGINNING;
THENCE NORTH 86 DEGREES 35 MINUTES 10 SECONDS WEST, ALONG SAID LINE, A DISTANCE OF 202.37 FEET;
THENCE NORTH 01 DEGREE 38 MINUTES 38 SECONDS EAST, A DISTANCE OF 25.01 FEET;
THENCE NORTH 86 DEGREES 35 MINUTES 10 SECONDS WEST, A DISTANCE OF 202.31 FEET TO THE WEST LINE
OF THE EAST 400.00' OF THE SOUTHWEST 1/4 AS MONUMENTED;
THENCE NORTH 01 DEGREE 38 MINUTES 38 SECONDS EAST, ALONG THE EAST LINE OF MEARS AVE, ALSO BEING
THE WEST LINE OF THE EAST 400.00' OF THE SOUTHWEST 1/4, A DISTANCE OF 483.66 FEET;
THENCE NORTH 86 DEGREES 35 MINUTES 11 SECONDS WEST, ALONG THE NORTH LINE OF THE SOUTH 809.00'
OF THE NORTH 1260.00' OF THE SOUTHWEST 1/4, A DISTANCE OF 402.04 FEET;
THENCE SOUTH 01 DEGREE 20 MINUTES 20 SECONDS WEST, ALONG THE NORTH AND SOUTH 1/4 LINE, A
DISTANCE OF 508.75 FEET TO THE POINT OF BEGINNING;

SUBJECT TO RESTRICTIVE COVENANTS LIBER 3521, PAGE 394,

ALSO SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

AND 2ND AMENDMENT LIBER 3521, PAGE 395.

SAID PARCEL CONTAINS 4.59 ACRES, MORE OR LESS.



WESTSHORE
ENGINEERING & SURVEYING
ENVIRONMENTAL
CERTIFICATE OF SURVEY

FOR: WINBERG CONSTRUCTION, INC.

PARCEL 61-22-033-300-0031-00 TOGETHER WITH PARCEL B:
CITY OF WHITEHALL

SECTION 33, TOWN 12 NORTH, RANGE 17 WEST.

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 33;

THENCE SOUTH 86 DEGREE 44 MINUTES 26 SECONDS EAST, ALONG THE SOUTH LINE OF SECTION 33, A DISTANCE OF 2659.55 FEET;

THENCE NORTH 01 DEGREE 20 MINUTES 20 SECONDS EAST, ALONG THE NORTH AND SOUTH 1/4 LINE, A DISTANCE OF 1677.34 FEET;

THENCE NORTH 86 DEGREES 35 MINUTES 10 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTH 960.00' OF THE SOUTHWEST 1/4 AS MONUMENTED, A DISTANCE OF 202.37 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREE 56 MINUTES 52 SECONDS WEST, A DISTANCE OF 100.71 FEET;

THENCE SOUTH 86 DEGREES 23 MINUTES 33 SECONDS EAST, A DISTANCE OF 201.64 FEET;

THENCE NORTH 01 DEGREE 38 MINUTES 38 SECONDS EAST, ALONG THE EAST LINE OF MEARS AVE, ALSO BEING THE WEST LINE OF THE EAST 400.00' OF THE SOUTHWEST 1/4 AS MONUMENTED, A DISTANCE OF 125.07 FEET;

THENCE SOUTH 86 DEGREES 35 MINUTES 10 SECONDS EAST, A DISTANCE OF 202.31 FEET;

THENCE SOUTH 01 DEGREE 38 MINUTES 38 SECONDS WEST, A DISTANCE OF 25.01 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.58 ACRES, MORE OR LESS.